



DU PAGE COUNTY

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

Human Services

Final Meeting Minutes 2

Tuesday, June 16, 2026

9:30 AM

Room 3500A

1. CALL TO ORDER

Acting Chair Garcia appointed County Board members Saba Haider and Yeena Yoo as temporary members of the Human Services Committee for quorum purposes.

Ms. Garcia entertained a motion to allow those members not physically present due to personal illness or disability, employment purposes, the business of the board or family or other emergencies, or unexpected childcare obligations, to participate by video conference. Member DeSart so moved, Member Haber seconded, all ayes on a voice vote, motion carried. Ms. Garcia confirmed Member Galassi and Member LaPlante were remote. Due to technical difficulties, the video was not working but the audio was working both ways.

9:30 AM meeting was called to order by acting chair Paula Garcia 9:31 AM.

2. ROLL CALL

Other Board members present: Member Saba Haider, and Member Yeena Yoo

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Brett Kuras (County Board Office), Renee Zerante (State's Attorneys Office), Henry Kocker (Procurement), Janelle Chadwick (DuPage Care Center), Natasha Belli, Cassidy Mootrey, Gina Strafford-Ahmed, and Mary Keating (Community Services)

PRESENT	DeSart, Deacon Garcia, Haider, and Yoo
ABSENT	Cronin Cahill, and Schwarze
REMOTE	Galassi, and LaPlante

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

No remarks were offered.

5. APPROVAL OF MINUTES

5.A. [26-1752](#)

Human Services Committee - Regular Meeting - June 2, 2026

RESULT:	APPROVED
MOVER:	Saba Haider
SECONDER:	Yeena Yoo

6. COMMUNITY SERVICES - MARY KEATING

6.A. [FI-R-0090-26](#)

Acceptance and appropriation of the Low-Income Home Energy Assistance Program (LIHEAP) State Grant PY27 Inter-governmental Agreement no. 27-254028, Company 5000 - Accounting unit 1495, in the amount of \$4,699,341. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Saba Haider

6.B. [FI-R-0096-26](#)

Acceptance and appropriation of the Illinois Home Weatherization Assistance Program HHS Grant PY27, Inter-Governmental Agreement No. 26-221028, Company 5000 - Accounting Unit 1430, in the amount of \$974,465. (Community Services)

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

6.C. [FI-R-0097-26](#)

Acceptance and appropriation of the Illinois Home Weatherization Assistance Program State Grant PY27 Inter-Governmental Agreement No. 27-251028, Company 5000 - Accounting Unit 1490, in the amount of \$609,599. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

6.D. [FI-R-0099-26](#)

Acceptance and appropriation of the Illinois Department of Human Services Homeless Prevention Grant PY27 Inter-Governmental Agreement No. FCSFH00172, Company 5000, Accounting Unit 1760, in the amount of \$384,000. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Yeena Yoo
SECONDER:	Dawn DeSart

6.E. [HS-R-0014-26](#)

Approval of issuance of payments by DuPage County to energy assistance providers through the Low-Income Home Energy Assistance Program State Grant PY27 Inter-Governmental Agreement No. 27-254028, in the amount of \$3,947,445. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Saba Haider

7. **COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING**

7.A. [FI-R-0093-26](#)

Additional appropriation for the 38th year Emergency Solutions Grant PY26, Company 5000, Accounting Unit 1470, from \$286,959 to \$290,901 (an increase of \$3,972). (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

7.B. [FI-R-0094-26](#)

Additional appropriation for the 52nd year Community Development Block Grant PY26, Company 5000, Accounting Unit 1440, from \$3,703,858 to \$3,763,079 (an increase of \$59,221). (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Saba Haider

7.C. [FI-R-0095-26](#)

Reduction in appropriation for the 35th year Home Investment Partnerships Grant PY26, Company 5000, Accounting Unit 1450, from \$1,722,324 to \$1,681,900 (a reduction of \$40,424). (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Saba Haider
SECONDER:	Dawn DeSart

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

8.A. [HS-P-0023-26](#)

Recommendation for the approval of a contract purchase order to Professional Medical & Surgical Supply, Inc., to furnish and deliver ostomy, tracheostomy, urological and enteral supplies and services (Med B) and enteral feeding formulas, for the DuPage Care Center, for the period of July 30, 2026 through July 29, 2027, for a total contract not to exceed \$44,000; per bid #26-026-DCC.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Saba Haider

8.B. [HS-P-0024-26](#)

Recommendation for the approval of a purchase order issued to Keurig Dr. Pepper/The American Bottling Company, to provide beverages and fountain drinks, for the DuPage Care Center and Cafes on County Campus, for the period of July 30, 2026 through July 29, 2027, for a total contract not to exceed \$30,600; per bid #26-029-DCC.

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

8.C. [26-1739](#)

Amendment to purchase order 7938-0001 SERV, issued to United Staffing Network, Inc., to extend the contract through November 30, 2026, to continue to provide supplemental pharmacy staffing for the DuPage Care Center.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Saba Haider
AYES:	DeSart, Deacon Garcia, Haider, and Yoo
ABSENT:	Cronin Cahill, and Schwarze
REMOTE:	Galassi, and LaPlante

9. TRAVEL

9.A. [26-1753](#)

Community Services' Senior Housing and Development Planner to attend the 2026 National Alliance to End Homelessness Conference in Washington D.C. from July 7, 2026 through July 10, 2026. Expenses to include registration, transportation, lodging, and per diems for approximate total of \$3,006.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Saba Haider
AYES:	DeSart, Deacon Garcia, Haider, and Yoo
ABSENT:	Cronin Cahill, and Schwarze
REMOTE:	Galassi, and 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, gave an update on the renovations, stating they are demoing physical therapy and occupational therapy (PTOT) and 1 North. The secret garden is getting new garden beds and aa new irrigation system.

Relating to infectious diseases, the Care Center is under mask optional status.

The Care Center is in the middle of departmental budget meetings. There are over 15 departments with the Care Center. Staff meet collectively as a group and go line by line, looking at 2025 actual expenses, 2026 predicted expenses, the requests, the variants, and then comments. It is a fairly voluminous process with the number of departments at the Care Center, taking a couple of weeks.

12. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, Director of Community Services, stated the Senior Fair on June 15 was a success. Although she did not have the exact attendance count, the attendance was higher than in 2025. Ms. Keating expressed her appreciation to the Adult Protective Services (APS) staff, particularly Alyssa Cotsilis and Regina Scarpace, who did most of the organizing. Several of the staff in Senior Services assisted also.

Ms. Keating elaborated on item 7.C., the decrease to the HOME funds. The HOME funds have an administrative cap of 10%, unlike CDBG, which is 20%. The projects under the HOME fund have become increasingly complicated and are taking longer to implement, if at all, increasing the administrative costs for the department. Ms. Keating stated she may have to request additional funds in the 2027 general fund budget to supplement the administrative costs, maybe a percentage of one staff person.

13. OLD BUSINESS

No old business was discussed.

14. NEW BUSINESS

No new business was discussed.

15. ADJOURNMENT

With no further business, the meeting was adjourned at 9:45 AM.

RESULT:	APPROVED
MOVER:	Saba Haider
SECONDER:	Dawn DeSart



Minutes

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

File #: 26-1752

Agenda Date: 6/16/2026

Agenda #: 5.A.



DU PAGE COUNTY

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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Human Services

Final Summary

Tuesday, June 2, 2026

9:30 AM

Room 3500A

1. CALL TO ORDER

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

2. ROLL CALL

Other Board members present: Member Lucy Evans, Member Saba Haider, Member Brian Krajewski, and Member Yeena Yoo

Staff in attendance: Nick Kottmeyer (Chief Administrative Officer), Joan Olson Chief Communications Officer), Brett Kuras (County Board Office), Paul Bruckner, Lisa Smith, and Renee Zerante (State's Attorneys Office), Keith Jorstad (Finance), Sara Rogers (Procurment), Shauna Berman (DuPage Care Center), Natasha Belli, Gina Strafford-Ahmed. and Mary Keating (Community Services)

PRESENT Cronin Cahill, DeSart, Galassi, Garcia, LaPlante, and Schwarze

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

Chair Schwarze announced that the DuPage Care Center's 22nd annual golf outing is being held on Friday, June 26, 2026, at Prairie Landing Golf Club in West Chicago. He distributed information cards, stating that you can attend and play golf, attend lunch and/or dinner. All proceeds benefit the DuPage Care Center.

5. APPROVAL OF MINUTES

5.A. [26-1617](#)

Human Services Committee - Regular Meeting - Tuesday, May 5, 2026

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi

6. LENGTH OF SERVICE AWARD

6.A. Length of Service Award - Eredai Vivanco - 10 Years - Community Services

7. COMMUNITY SERVICES - MARY KEATING

7.A. [FI-R-0087-26](#)

Acceptance and appropriation of the Caregiver Program Grant PY26, Company 5000 - Accounting Unit 1765, in the amount of \$1,500. (Community Services)

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

7.B. [FI-CO-0003-26](#)

Amendment to Resolution FI-R-0202-23, for an Intergovernmental Agreement with the Village of Addison, for the Addison Consolidated Dispatch Center to provide 2-1-1 services overnight, holidays, and weekends for DuPage County, to increase the contract in the amount of \$15,851.50. (Community Services)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Paula Garcia

8. DUPAGE CARE CENTER - JANELLE CHADWICK

8.A. [HS-P-0022-26](#)

Recommendation for the approval of a purchase order issued to Standard Textile, for various linens, for the DuPage Care Center, for the period of August 10, 2026 through August 9, 2027, for a total contract amount not to exceed \$35,000; per bid #26-028-DCC. (Care Center)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi

8.B. [26-1618](#)

Recommendation for the approval of a purchase order issued to Now Linens, LLC, for various linens, for the DuPage Care Center, for the period of August 10, 2026 through August 9, 2027, for a total contract amount not to exceed \$16,000; per bid #26-028-DCC. (Care Center)

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi
AYES:	Cronin Cahill, DeSart, Galassi, Garcia, LaPlante, and Schwarze

8.C. [26-1626](#)

Recommendation for the approval of a DuPage Care Center Purchase Requisition in the amount \$1,163.71 and Payment Voucher in the amount of \$267.72 for purchases made to celebrate National Nurses' Week.

Nick Kottmeyer stated this procurement stems from the National Nurses Week celebrated annually nationally and at the DuPage Care Center. The Care Center spent \$1431.43 and an individual spent \$267.72 providing gifts for the nurses, equating to approximately \$9.00 per nurse. Both are now requesting reimbursement with this procurement. The process has been done for over ten years, flagged this year by the auditor. The county board procurement rules state you cannot spend money on individual people. Mr. Kottmeyer said the Human Service Committee has the right to waive the policy at this level, which would be required to process this requisition. In addition, Mr. Kottmeyer recommended the committee approve that this is an acceptable practice and in the future \$2,000 would be allowed annually moving forward. The committee approved the current requisition and with a show of hands agreed to accept this as an annual expense for the Care Center.

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi
AYES:	Cronin Cahill, DeSart, Galassi, Garcia, LaPlante, and Schwarze

9. BUDGET TRANSFERS

9.A. [26-1619](#)

Transfer funds from 5000-1765-50000 (regular salaries), 5000-1765-51010 (employer share I.M.R.F.), 5000-1765-51030 (employer share social security), 5000-1765-51040 (employee medical & hospital insurance), and 5000-1765-52240 (promotion materials), to 5000-1765-53807 (subscription IT arrangements), in the amount of \$6,500, for the 211 Illinois Program Grants to cover the subscription software costs. (Community Services)

RESULT: APPROVED
MOVER: Cynthia Cronin Cahill
SECONDER: Kari Galassi

9.B. [26-1620](#)

Transfer of funds from 5000-1770-50000 (regular salaries) to 5000-1770-53807 (subscription IT arrangements) in the amount of \$5,000 to reclassify FY25 prepaid expense to FY26 expense, for Neighborly Software, invoice 13264. (Community Services)

RESULT: APPROVED
MOVER: Paula Garcia
SECONDER: Kari Galassi

10. INFORMATIONAL

Motion to Combine Items

Member Cahill moved and Member Galassi seconded a motion to combine items 10.A. through 10.C. The motion was approved on voice vote, all "ayes".

10.A. [26-1621](#)

GPN 020-26 PY27 Supportive Housing Program, Illinois Department of Human Services, Community Services - \$102,786.

10.B. [26-1622](#)

GPN 021-26 PY27 IDHS Rapid Rehousing Program, Illinois Department of Human Services, Community Services - \$120,124.

10.C. [26-1623](#)

GPN 022-26 PY27 Homeless Prevention Program, Illinois Department of Human Services, Community Services - \$384,000.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Paula Garcia
SECONDER:	Kari Galassi
AYES:	Cronin Cahill, DeSart, Galassi, Garcia, LaPlante, and Schwarze

11. RESIDENCY WAIVERS - JANELLE CHADWICK

No residency waivers were offered.

12. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Shauna Berman, Assistant Administrator of the DuPage Care Center, stated the construction has shifted, improving navigation within the building. 1 Center and 1 North are currently under construction.

The Care Center has entered the survey window for the next six months with the Illinois Department of Public Health (IDPH). Staff are in survey mode, preparing for IDPH’s unknown arrival.

Ms. Berman encouraged all to join the annual golf outing at the Prairie Landing Golf Club on June 26.

13. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating, Director of Community Services, stated that in honor of World Elder Abuse Awareness Day, Monday, June 15, 2026, Senior Services will feature a Senior Resource Fair in the 421-building auditorium from 10:00 a.m. until 1:00 p.m. There will be over 40 agencies in attendance. If available, please attend and wear purple, the color of Elder Abuse Awareness Day.

Ms. Keating gave the Northern Illinois Food Bank (NIFB) new registrant numbers for January through March 2026. The numbers are down; January through March 2025 averaged 500 per month and for the same period in 2026 they averaged 320 new registrants. Ms. Keating is not sure if the need is down or this is a reaction to the immigration enforcement. Ms. Keating suspects as people start losing SNAP benefits, effective June 1st, the numbers may rise.

Member Galassi asked if there are graphics for the Senior Resource Fair to share with constituents. Joan Olson, Chief Communications Officer, replied there that county board has been passing out a flyer and Ms. Keating stated they are posting on the Community Services Facebook page. Chair Schwarze asked if someone could send an invite for the fair to the entire county board.

14. PRESENTATION - Hinsdale Lake Terrace Community Engagement

Jamie Thompson, an 18-year resident of the Hinsdale Lake community, serves as a community resource navigator, spoke on behalf of the work that is being done with the residents in the community.

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

[26-1660](#)

Hinsdale Lake Terrace Community

15. OLD BUSINESS

No old business was discussed.

16. NEW BUSINESS

Member DeSart had a brochure for the Ride Assist Program coming out of Naperville and asked if DuPage County has a similar service that provides free transportation. Ms. Keating explained the county does not do anything with volunteer drives. The county supports the Ride DuPage Program with the senior grant and the Veterans Commission (VAC) also assists with transportation.

17. ADJOURNMENT

With no further business, the meeting was adjourned at 10:15 AM.



Finance Resolution

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

File #: FI-R-0090-26

Agenda Date: 6/16/2026

Agenda #: 8.A.

ACCEPTANCE AND APPROPRIATION OF THE
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM STATE GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. 27-254028
COMPANY 5000 - ACCOUNTING UNIT 1495
\$4,699,341.00
(Under the administrative direction of
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$4,699,341 (FOUR MILLION SIX HUNDRED NINETY-NINE THOUSAND THREE HUNDRED FORTY-ONE AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 27-254028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from June 1, 2026, through August 31, 2027; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 27-254028 (ATTACHMENT II) between DuPage County and the Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$4,699,341 (FOUR MILLION SIX HUNDRED NINETY-NINE THOUSAND THREE HUNDRED FORTY-ONE AND NO/100 DOLLARS) be made to establish the Low-Income Home Energy Assistance Program State Grant PY27, Company 5000 - Accounting Unit 1495, for the period June 1, 2026, through August 31, 2027; and

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

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

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

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

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE
 THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM STATE GRANT PY27
 INTER-GOVERNMENTAL AGREEMENT NO. 27-254028
 COMPANY 5000 – ACCOUNTING UNIT 1495
 \$4,699,341

REVENUE

41400-0006 - State Operating Grant - IDCEO \$ 4,699,341

TOTAL ANTICIPATED REVENUE \$ 4,699,341

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 490,519
 50010-0000 - Overtime 11,545
 51010-0000 - Employer Share I.M.R.F. 48,386
 51030-0000 - Employer Share Social Security 38,399
 51040-0000 - Employee Med & Hosp Insurance 103,505

TOTAL PERSONNEL \$ 692,354

COMMODITIES

52100-0000 - I.T. Equipment-Small Value \$ 1,008
 52200-0000 - Operating Supplies & Materials 1,346

TOTAL COMMODITIES \$ 2,354

CONTRACTUAL

53090-0000 - Other Professional Services \$ 34,650
 53260-0000 - Wireless Communication Svc 692
 53500-0000 - Mileage Expense 420
 53510-0000 - Travel Expense 4,764
 53600-0000 - Dues & Memberships 2,788
 53610-0000 - Instruction & Schooling 2,363
 53800-0000 - Printing 1,528
 53800-0001 - Copier Usage 23
 53804-0000 - Postage & Postal Charges 2,923
 53806-0000 - Software & Maintenance 6,530
 53821-0000 - Energy Grants 3,947,445
 53830-0000 - Other Contractual Expenses 280

TOTAL CONTRACTUAL		\$ 4,004,406
CAPITAL		
54100-0700 - IT Equipment - Capital Lease	\$ <u>227</u>	
TOTAL CAPITAL		\$ <u>227</u>
TOTAL ADDITIONAL APPROPRIATION		\$ <u><u>4,699,341</u></u>



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

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Mary A Keating

Printed Title: Executive Director

Email: Mary.Keating@dupagecounty.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

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

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

“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 is effective on **06/01/2026** and expires on **08/31/2027** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$4,699,341.00**, 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**):

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

Reimbursement

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0090 and the CSFA Name is Low-Income Home Energy Assistance. If applicable, the State Award Identification Number (SAIN) is 90-65794.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee

and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI

BUDGET

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. **Termination.**

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

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

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

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

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

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the

Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

22.10 Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

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

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

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

Through the Low Income Home Energy Assistance Program (“LIHEAP”), Grantee shall assist eligible households with the costs of home energy by incorporating fuel assistance, home weatherization and other related measures in accordance with the current LIHEAP regulations and requirements.

Grant Funds will be allocated to Local Administering Agencies (individually, each a “Grantee”) to administer the LIHEAP on a local level, assisting low income residents in Illinois with energy and heating bills and providing other LIHEAP-related services. Grantee must comply with all LIHEAP regulations, requirements, policies and procedures set forth by federal and state laws and by Grantor including, but not limited to, the Grantor Office of Community Assistance (“OCA”) program manual(s), technical assistance memoranda, written directives, training, and any other guidance or instructions in connection with the LIHEAP.

Program Objective

Grantee must use Grant Funds provided under this Agreement for the LIHEAP to develop and implement a program to assist low income, Illinois residents conserve fuel and defray rising costs of energy as set forth in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by the Grantor to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment A). The Grantor shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with the Energy Assistance Act (305 ILCS 20/1 *et seq.*), applicable sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR Part 200), Subpart H of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy Assistance Act of 1981, the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)), the Illinois Administrative Rules (47 Ill. Admin. Code Part 100), and any other applicable regulations and policies promulgated by the federal and state governments and by the Grantor. The Grantee further agrees that this Agreement is subject to such modifications which the Grantor determines may be required by federal or state laws, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to, paragraphs 5.2 and 6.2.

EXHIBIT B

DELIVERABLES OR MILESTONES

Grantee shall perform the following tasks, including but not limited to:

- Grantee shall make payments under this Award with respect to households with income, which does not exceed a level determined and communicated by Grantor.
- Grantee shall place top priority on outreach efforts to the elderly and disabled populations, but must not discriminate against any other population groups. Grantee must conduct outreach activities designed to ensure that eligible households are made aware of the assistance available under this Award, and any similar energy-related assistance available under the federal and state statutes and rules referenced in Exhibit A, herein, including Subpart H of the Department of Health and Human Services Energy Assistance Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy
- Assistance Act of 1981 (the “Act”), the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), and the Illinois Administrative Rules (47 Ill. Admin. Code Part 100).
- Grantee shall coordinate activities under this Award with similar and related programs administered by the federal government and the State of Illinois, particularly low income energy-related programs relating to Community Services Block Grant Program, the Supplemental Security Income Program under Part A of Title IV of the Social Security Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)) before the date of the enactment of the Act.
- Grantee shall provide, in a manner consistent with the efficient and timely payment of benefits, the highest level of assistance to those households which have the lowest incomes and the highest energy costs in relation to income, also taking into account the number of members in the household.
- Grantee shall establish procedures to notify each participating household of the amount of assistance paid on its behalf. Grantee shall assure that no payment is made to a home energy supplier unless the Grantee or the Grantor has a separate written agreement outlining the terms for the supplier’s acceptance of such payment.
- Grantee shall provide assurances that owners and renters will be treated equitably under the LIHEAP.
- Grantee shall permit and cooperate with federal investigations undertaken in accordance with Section 8627 of the Low Income Home Energy Assistance Act of 1981 (42 USC § 8627).
- Grantee shall provide beneficiary applicant an opportunity to participate in a fair hearing and appeal process if the individual’s claims for assistance under the LIHEAP State Plan is denied or not acted upon with reasonable promptness (47 Ill. Admin. Code 100.90).
- Grantee shall provide to Grantor an implementation plan, which shall include a detailed description of Grantee’s intake/outreach processing and approval systems. If an appointment system is used, then it too should be described in detail in the implementation plan. Grantee shall maintain its detailed description of the intake/outreach processing and approval systems on file for the Grantor’s review.
- Grantee shall respond in writing to all written technical assistance recommendations by the Grantor. The Grantee must submit all required reports to the Grantor, in the prescribed manner, by the required date of submission. A list of all required reports is outlined in the Grantor OCA program manual(s).

- Grantee shall perform any and all other tasks, as requested by Grantor and in furtherance of the LIHEAP requirements.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

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

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Michelle Johnson
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217.557.9305
TTY#: (800) 785-6055
Email michelle.l.johnson@illinois.gov
Address:

GRANTEE CONTACT

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

GRANTEE DESIGNEES

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

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: CEO.GrantHelp@Illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT AND REFUNDS—PROGRAM ACCOUNTANT

Name: Sam Huston
Email: samuel.huston@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

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

1. Application Status Report (LH004):
 - Are GFE/CPR applications being processed (approved or denied) timely?
 - Are the applications in LAA Approved/Verified status that indicate the electronic communications stalled and the LAA needs to intervene?
 - Are there any LOF (Lack of Funds) applications the LAA should research and resolve?
 - Are there applications that have exceeded the 30-day timeframe to reach approved or denied for LIHEAP benefit status?
 - Are there crisis assistance applications that aren't processed within the 18/24 hour federally mandated timeframe?
 - Are there rejected applications that require LAA follow-up?
2. 90 Days Closeout Report (LH022): Applications on this report are past 30 days from the application date and therefore, out of compliance, and could be in jeopardy of being automatically denied by the LIHEAP database as "Application Lapsed."
3. Audit Invoices and Register Report (LH429): Does the LAA have unpaid registers that are more than 45 days from the Register Accepted date?
4. PIPP Finance Reports: These reports will be used to determine the timeliness of processing applications and paying vendors.

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

EXHIBIT E

SPECIFIC CONDITIONS

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

No Specific Conditions.

PART TWO – GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
AUTHORIZED SIGNATORY**

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

**ARTICLE XXIV
ADDITIONAL AUDIT PROVISIONS**

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

**ARTICLE XXV
ADDITIONAL MONITORING PROVISIONS**

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

**ARTICLE XXVI
ADDITIONAL INTEREST PROVISIONS**

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(12), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

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

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity

associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

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

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

ARTICLE XXIX

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

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

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

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

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

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

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS

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

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

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

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

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

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

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

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

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

**ARTICLE XXXIII
APPLICABLE STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

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

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

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

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

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

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

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

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

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

**ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE**

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

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

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

February 2027

- Annual Annual Financial Report (02/01/2027) - Covering Period of 06/01/2026 - 12/31/2026; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (02/01/2027) - Covering Period of 06/01/2026 - 12/31/2026; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

September 2027

- Annual Annual Financial Report (09/30/2027) - Covering Period of 01/01/2027 - 08/31/2027; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (09/30/2027) - Covering Period of 01/01/2027 - 08/31/2027; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

October 2027

- End of grant Closeout Financial Report and Reconciliation (10/15/2027) - Covering Period of 06/01/2026 - 08/31/2027; Send To: Grant Manager
 - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (10/15/2027) - Covering Period of 06/01/2026 - 08/31/2027; Send To: Grant Manager
 - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

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

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

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

37.1. This Agreement is issued contingent upon the Grantee’s successful completion of the 2026 Low-Income Home Energy Assistance Program (“LIHEAP”). Failure of the Grantee to comply with the terms and conditions of the 2027 LIHEAP Grant Agreement may result in termination of this Grant Agreement.

37.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the “Uniform Requirements”).

(b) Grantee must also comply with the Low-Income Home Energy Assistance Act of 1981 (42 U.S.C. §§ 8621-8630), the federal LIHEAP block grant rules (45 CFR Part 96), the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20), the Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all related Grantor policies and procedures. Any specific exceptions to the Uniform Requirements adopted by U.S. Department of Health and Human Services (HHS) may be found at 2 CFR Part 300.

37.3. Administrative Costs. Pursuant to Article VII, herein Grantee shall receive reimbursement for Allowable Costs under the general Administrative, Client Assistance (solely for outreach purposes under HHS’ Assurance 16 as required by law), and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for general Administrative, Client Assistance (solely for outreach purposes under Assurance 16), and Program Support, respectively.

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

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

37.5. Method of Compensation.

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

Grantee to operate the program under this Agreement in accordance with the financial management standards set forth in Article VII, herein.

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

37.6. Additional Audit Requirements. In addition to the audit requirements in Article XII, herein Grantor reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee's agency-wide financial statements. Grantor has the right to examine Grantee's corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

37.7. Non-Expendable Personal Property.

(a) Grantee must not purchase non-expendable personal property, including, but not limited to, federally-owned and exempt property, equipment and supplies (collectively referred to as "Non-Expendable Personal Property") costing **\$10,000** or more without Grantor's prior written approval.

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

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by the Grantee in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 2 CFR 200.313 and paragraph 18.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without the prior written approval of Grantor.

(d) In accordance with 2 CFR §§ 200.315 and 200.316, Non-expendable Personal Property must be used for LIHEAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared use" with other activities, provided that such use will not interfere with its primary use for the original purposes of LIHEAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor's written approval.

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

37.8. Procurement. Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.327.

37.9. Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 2 CFR 200.475. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's non-federally-funded activities and in accordance with the Grantee's written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor's Travel Control Board. Notwithstanding the provisions of 2 CFR 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or Grantor when they are specifically related to the Federal award.

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

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

37.11. Debarment. In addition to Grantee's certification in paragraph 3.5(j) and the representations and warranties in paragraph 28.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 3.5(j) and 28.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

37.12. Bond and Depository Insurance Requirements.

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

(b) In accordance with the payment standards and requirements set forth in 2 CFR 200.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(11). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

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

37.14. Additional Budget Modification Provisions.

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

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

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

- **Program Support:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may *decrease* the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- **Client Benefits:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Client Benefits budget Line 0201 only. In no event may such transfers in this specific cost category result in an increase to the total Budget without prior Grantor written approval.
- **Direct Administrative Costs:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 300 series sub-line items except Line 317 Indirect Costs in the Direct Administration cost category of the Budget. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget.

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

37.15. Fraud, Waste, Abuse or Misconduct.

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

(b) Definitions.

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

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

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

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

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

37.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 29.5, Grantee must submit any payment requests to Grantor within forty five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

Attachment A. Budget

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2026
Grantee:	DuPage County	UEI #:	W7KRN7E54898
NOFO Number:		CSFA Number:	
CSFA Description:			
		Grant Number:	27-254028

Section A: State of Illinois Funds

	<u>Summary</u>	<u>Detail</u>
Revenues		
State of Illinois Grant Amount Requested	\$4,699,341.00	
Budget Expenditure Categories		
1. Personnel (200.430)	\$502,064.00	
0101 PERSONNEL SALARIES AND WAGES		\$258,587.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$243,477.00
2. Fringe Benefits (200.431)	\$190,290.00	
0102 FRINGE BENEFITS		\$104,108.00
0302 ADMIN-FRINGE BENEFITS		\$86,182.00
3. Travel (200.474)	\$5,184.00	
0103 TRAVEL		\$420.00
0303 ADMIN-TRAVEL		\$4,764.00
4. Equipment (200.439)		
5. Supplies (200.94)	\$5,442.00	
0105 SUPPLIES (PC'S AND LAPTOPS)		\$3,945.00
0305 ADMIN-SUPPLIES		\$1,497.00
6. Contractual/Subawards (200.318 and .92)	\$35,157.00	
0106 CONTRACTUAL AND SUBAWARDS		\$280.00
0306 ADMIN-CONTRACTUAL SERVICES		\$34,877.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$692.00	
0111 TELECOMMUNICATIONS		\$692.00
12. Training and Education (200.472)	\$2,363.00	
0312 ADMIN-TRAINING AND EDUCATION		\$2,363.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	\$10,704.00	
0114 MISCELLANEOUS		\$7,916.00
0314 ADMIN-MISCELLANEOUS COSTS		\$2,788.00
15. Grant Exclusive Line Item(s)	\$3,947,445.00	
0201 CLIENT BENEFITS		\$3,947,445.00
16. Total Direct Costs (add lines 1-15)	\$4,699,341.00	\$4,699,341.00
17. Total Indirect Costs (200.414)		
Rate: <input type="text" value="N/A"/> %		
Base: <input type="text" value="N/A"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$4,699,341.00	\$4,699,341.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

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

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

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 15% modified total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 15% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4) For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - complies with other statutory policies.
- 5) No reimbursement of Indirect Cost is being requested.

Rate: %

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

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

Indirect Cost Rate: % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

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

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

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

Attachment B. Exhibit E Continued – No Conditions

Illinois Grant Accountability and Transparency Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organziation Unit: Office of Community Assistance
State Award ID Number (SAIN)	90-65794
State Program Description	The Low Income Home Energy Assistance (LIHEAP) funded through the Department of Health and Human Services (HHS), and the Supplemental Low Income Energy Assistance Fund (SLIHEAP) is implemented through designated grantees to provide services to eligible low income households in Illinois. The client assistance funds available through this grant assist eligible households with the costs of home energy by incorporating fuel assistance, home weatherization and other related measures in accordance with the current LIHEAP regulations and requirements. Up to 15% of the HHS and 10% of the SLIHEAP funding can be utilized for Weatherization activities.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: Leslie Ann Lesko Phone: 217-552-2206 Email: LeslieAnn.Lesko@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: County of DuPage Address: 421 N. County Farm Road, Wheaton, IL 60187 Phone: Email:
Grantee Identification	GATA: 673126 UEI: W7KRN7E54898 FEIN:
Period of Performance	Start Date: 6/1/2026 End Date: 8/31/2027

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
550	420-70-0090		\$4,699,341.00
TOTAL			\$4,699,341.00

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

**Illinois Grant Accountability and Transparency
Notice of State Award**

05/21/26

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TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	<p>Rate: 15.00%</p> <p>Base: De Minimis</p> <p>Period: 12/1/2025-11/30/2026</p>
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	<p>CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)</p> <p>Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1</p> <p>Illinois Administrative Code</p>
Grantor-Specific Term(s)	<p>This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement.</p> <p>Grantor-Specific Terms that will be included in the final grant agreement can be found by clicking on "Uniform Grant Agreement Template" under the Grant Agreement Overview section at: https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html</p>
Program-Specific Term(s)	<p>Information about the LIHEAP Specific Terms and requirements can be found in the Energy Assistance Act (305 ILCS 20) and the Illinois Administrative Rules (47 Ill Adm. Code 100).</p> <p>THE FOLLOW ARE GATA EXCEPTIONS AND ARE NOT REQUIRED FOR THIS PROGRAM:</p> <p>NOTICE OF FUNDING OPPORTUNITY 5/7/2026 DCEO needs to formalize this deviation in the CSFA. It was previously approved by Jennifer Butler on 5/18/16 however, that was prior to exceptions being tracked in the CSFA. It was previously approved, but the support was not maintained. Deviations to 2 CFR 200 Subpart C, Subpart D and Subpart E, except for 200.203, 200.216 and 200.331-200.333, and 44 IL Admin 7000.50(b) and all of 44 IL Admin 7000.310 except 7000.310(a)(1), 7000.310(a)(2), 7000.310(b)(1), 7000.310(b)(2)</p>

Illinois Grant Accountability and Transparency Notice of State Award

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE
<p>The nature of the additional requirements</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: NO FISCAL & ADMINISTRATIVE CONDITIONS</p>
<p>The reason why the additional requirements are being imposed</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The nature of the action needed to remove the additional requirement, if applicable</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The time allowed for completing the actions, if applicable</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The method for requesting reconsideration of the additional requirements imposed</p> <p>GATA Conditions: None</p> <p>Agency Explanation: Your assigned OCA Fiscal Monitor will review your ICQ responses and any associated risks during the next fiscal monitoring visit. No further action required at this time.</p>

Illinois Grant Accountability and Transparency Notice of State Award

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC
<p>The nature of the additional requirements Agency Adjustments / Explanation: NO PROGRAMMATIC CONDITIONS</p>
<p>The reason why the additional requirements are being imposed Agency Adjustments / Explanation:</p>
<p>The nature of the action needed to remove the additional requirement, if applicable Agency Adjustments / Explanation:</p>
<p>The time allowed for completing the actions, if applicable Agency Adjustments / Explanation:</p>
<p>The method for requesting reconsideration of the additional requirements imposed Agency Explanation: Your assigned OCA LIHEAP Grant Manager will review your PRAQ responses and any associated risks during the next LIHEAP program monitoring visit. No further action required at this time.</p>



Finance Resolution

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

File #: FI-R-0096-26

Agenda Date: 6/16/2026

Agenda #: 8.D.

ACCEPTANCE AND APPROPRIATION OF
THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM
HHS GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. 26-221028
COMPANY 5000 - ACCOUNTING UNIT 1430
\$974,465

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$974,465 (NINE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED SIXTY-FIVE AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 26-221028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from June 1, 2026 through September 30, 2027; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 26-221028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$974,465 (NINE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED SIXTY-FIVE AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program HHS Grant PY27, Company 5000 - Accounting Unit 1430, for period June 1, 2026 through September 30, 2027; and

BE IT FURTHER RESOLVED by the DuPage County Board that the personnel headcount for the Illinois Home Weatherization Assistance Program HHS grants be revised to reflect the addition of:

Full-Time

50000 (1) Assistant Program Coordinator \$65,013.00

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

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

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

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

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM HHS GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. 26-221028
COMPANY 5000 – ACCOUNTING UNIT 1430
\$974,465

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 974,465

TOTAL ANTICIPATED REVENUE \$ 974,465

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 244,044
51010-0000 - Employer Share I.M.R.F. 23,526
51030-0000 - Employer Share Social Security 18,669
51040-0000 - Employee Med & Hosp Insurance 28,070
51070-0000 - Tuition Reimbursement 580

TOTAL PERSONNEL \$ 314,889

COMMODITIES

52100-0000 - I.T. Equipment-Small Value \$ 59
52260-0000 - Fuel & Lubricants 194

TOTAL COMMODITIES \$ 253

CONTRACTUAL

53090-0000 - Other Professional Services \$ 649,074
53100-0000 - Auto Liability Insurance 928
53260-0000 - Wireless Communication Svc 1,226
53500-0000 - Mileage Expense 45
53510-0000 - Travel Expense 4,862
53600-0000 - Dues & Memberships 439
53610-0000 - Instruction & Schooling 2,556
53800-0001 - Copier Usage 45
53804-0000 - Postage & Postal Charges 15

TOTAL CONTRACTUAL \$ 659,190

CAPITAL

54100-0700 - IT Equipment - Capital Lease \$ 133

TOTAL CAPITAL \$ 133

TOTAL ADDITIONAL APPROPRIATION \$ 974,465



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

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Mary A Keating

Printed Title: Executive Director

Email: Mary.Keating@dupagecounty.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

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

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

“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 is effective on **06/01/2026** and expires on **09/30/2027** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$974,465.00**, of which **\$974,465.00** are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

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

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

Reimbursement

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **G-2602ILLIEA**, the federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2025**. If applicable, the Assistance Listing Program Title is **Low-Income Home Energy Assistance** and Assistance Listing Number is **93.568**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087 and the CSFA Name is Weatherization Assistance for Low-Income Persons. If applicable, the State Award Identification Number (SAIN) is **87-66287**.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee

and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI

BUDGET

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

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

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

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the

Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XX
INSURANCE**

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

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

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

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

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

22.10 Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

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

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

The purpose of this authority is as follows:

To provide grants for weatherization services under a comprehensive low income energy assistance program.

PROJECT DESCRIPTION:

Through the Illinois Home Weatherization Assistance Program (IHWAP”), Grantee shall assist low-income residents conserve fuel and defray rising costs of energy. Grantee will weatherize homes in an effective and efficient manner that will utilize the available Grant Funds.

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

Program Objective

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy as set forth in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A). The Grantor shall distribute/pay the Grant Funds to the Grantee in accordance with the Budget and the Energy Assistance Act (305 ILCS 20/1 *et seq.*), the Illinois Administrative Rules (47 Ill Admin. Code Part 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 *et seq.*), the corresponding Weatherization requirements included in the LIHEAP State Plan approved by HHS and any other applicable regulations and policies promulgated by the federal and state governments and by the Grantor. The Grantee further agrees that this Agreement is subject to such modifications which the Grantor determines may be required by federal or state laws, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to, paragraphs 5.2 and 6.2.

This Agreement is issued contingent upon the Grantee’s successful completion of the 2026 IHWAP. Failure of the Grantee to comply with the terms and conditions of the 2026 IHWAP grant agreement may result in termination of this Agreement.

EXHIBIT B

DELIVERABLES OR MILESTONES

Grantee will complete the following tasks, including but not limited to:

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

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

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

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Michelle Johnson
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-557-9305
TTY#: (800) 785-6055
Email: michelle.l.johnson@illinois.gov
Address:

GRANTEE CONTACT

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

GRANTEE DESIGNEES

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

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: CEO.GrantHelp@Illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT AND REFUNDS—PROGRAM ACCOUNTANT

Name: Sam Huston
Email: samuel.huston@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

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

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

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

EXHIBIT E

SPECIFIC CONDITIONS

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

No Specific Conditions.

PART TWO – GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
AUTHORIZED SIGNATORY**

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

**ARTICLE XXIV
ADDITIONAL AUDIT PROVISIONS**

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

**ARTICLE XXV
ADDITIONAL MONITORING PROVISIONS**

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

**ARTICLE XXVI
ADDITIONAL INTEREST PROVISIONS**

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(12), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

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

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity

associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

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

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

ARTICLE XXIX

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

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

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

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

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

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

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS

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

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

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

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

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

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

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

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

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

**ARTICLE XXXIII
APPLICABLE STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

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

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

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

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

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

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

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

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

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

**ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE**

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

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

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

February 2027

- Annual Annual Financial Report (02/01/2027) - Covering Period of 06/01/2026 - 12/31/2026; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (02/01/2027) - Covering Period of 06/01/2026 - 12/31/2026; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

November 2027

- Annual Annual Financial Report (11/01/2027) - Covering Period of 01/01/2027 - 09/30/2027; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (11/01/2027) - Covering Period of 01/01/2027 - 09/30/2027; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- End of grant Closeout Financial Report and Reconciliation (11/14/2027) - Covering Period of 06/01/2026 - 09/30/2027; Send To: Grant Manager
 - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (11/14/2027) - Covering Period of 06/01/2026 - 09/30/2027; Send To: Grant Manager
 - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

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

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

37.1. This Agreement is issued contingent upon the Grantee’s successful completion of the 2026 Illinois Home Weatherization Assistance Program (“IHWAP”). Failure of the Grantee to comply with the terms and conditions of the 2026 IHWAP Grant Agreement may result in termination of this Agreement.

37.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the “Uniform Requirements”).

Grantee must maintain compliance with the weatherization and related provisions of the Grantor’s IHWAP Operations Manual, the U.S. Department of Energy (“DOE”) Weatherization Assistance Program for Low-Income Persons Statue (42 U.S.C. § 6861 *et seq.*), the DOE Weatherization Assistance for Low-Income Persons federal regulations (10 CFR Part 440), the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), Urban Weatherization Initiative Act (30 ILCS 738), Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all Grantor policies and procedures. Any specific exceptions to the Uniform Requirements adopted by U.S. Department of Health and Human Services (HHS) may be found at 2 CFR Part 300.

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

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

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

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

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

37.5. Method of Compensation.

(a) In addition to the payment methods described in Article IV, herein the Grant Funds will

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

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

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

37.7. Non-Expendable Personal Property.

(a) Grantee must not purchase non-expendable personal property, including but not limited to, federally owned and exempt property, equipment, and supplies (collectively referred to as "Non-Expendable Personal Property") costing **\$10,000** or more without Grantor's prior written approval.

(b) In addition to Article XVIII, herein the Grantee agrees to comply with the applicable property standards set forth in 2 CFR §§ 200.310–75.316, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under 2 CFR §§ 200.312 – 75.314, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior Grant Agreements.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 2 CFR 200.313 and paragraph 18.4, herein. Grantee must not sell, abandon, or otherwise dispose of such Non-Expendable Personal Property without disposition instructions and the prior written approval of Grantor.

(d) In accordance with 2 CFR §§ 200.315–200.316, Non-expendable Personal Property must be used for IHWAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared use" with other activities, provided that such use will not interfere with its primary use for the original purposes of IHWAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor's written approval.

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

37.8 Procurement. Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.327 and in the Grantor's Office of Community Assistance Procurement Manual ("OCA Procurement Manual"). Pursuant to the OCA Procurement Manual, for every procurement transaction in excess of the simplified acquisition threshold, including contract modifications, and for all procurements involving materials and labor for weatherization services, Grantee is required to perform a cost or price analysis. See 2 CFR 200.322; OCA Procurement Manual at 23-24.

37.9 Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 2 CFR 200.475. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's non-federally-funded activities and in accordance with the Grantee's written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor's Travel Control Board. Notwithstanding the provisions of 2 CFR 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the federal awarding agency or Grantor when they are specifically related to a federal award.

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

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

37.11 Debarment. In addition to Grantee's certification in paragraph 3.5(j) and the representations and warranties in paragraph 28.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 3.5(j) and 28.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

37.12 Bond and Depository Insurance Requirements.

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

(b) In accordance with the payment standards and requirements set forth in 2 CFR 200.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(11). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

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

37.14. Additional Budget Modification Provisions.

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

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

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

- **Program Support Grant Funds:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget under this Award; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may decrease the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- **Client Benefits (Materials/Labor and Health and Safety):** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Materials/Labor and Health and Safety sub-line items in the Client Benefits cost category. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.
- **Direct Administrative Grant Funds:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 300 series sub-line items except Line 317 Indirect Costs in the Direct Administration cost category of the Budget. . In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or an increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget under this Award.

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

37.15. Fraud, Waste, Abuse or Misconduct.

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

(b) Definitions.

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

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

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

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

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

37.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 29.5, Grantee must submit any payment requests to Grantor within forty-five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may

request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

Attachment A. Budget

**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2026
Grantee:	DuPage County	UEI #:	W7KRN7E54898
NOFO Number:		CSFA Number:	
Grant Number:		Grant Number:	26-221028
CSFA Description:			

Section A: State of Illinois Funds

	<u>Summary</u>	<u>Detail</u>
Revenues		
State of Illinois Grant Amount Requested	\$974,465.00	
Budget Expenditure Categories		
1. Personnel (200.430)	\$219,468.00	
0101 PERSONNEL SALARIES AND WAGES		\$175,443.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$44,025.00
2. Fringe Benefits (200.431)	\$63,286.00	
0102 FRINGE BENEFITS		\$49,579.00
0302 ADMIN-FRINGE BENEFITS		\$13,707.00
3. Travel (200.474)	\$45.00	
0303 ADMIN-TRAVEL		\$45.00
4. Equipment (200.439)		
5. Supplies (200.94)	\$74.00	
0305 ADMIN-SUPPLIES		\$74.00
6. Contractual/Subawards (200.318 and .92)	\$133.00	
0306 ADMIN-CONTRACTUAL SERVICES		\$133.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$1,226.00	
0111 TELECOMMUNICATIONS		\$1,226.00
12. Training and Education (200.472)	\$39,747.00	
0402 TRAINING & TECH ASSIST		\$39,747.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	\$1,412.00	
0114 MISCELLANEOUS		\$928.00
0314 ADMIN-MISCELLANEOUS COSTS		\$484.00
15. Grant Exclusive Line Item(s)	\$649,074.00	
0201 MATERIAL AND LABOR		\$454,352.00
0202 HEALTH AND SAFETY		\$194,722.00
16. Total Direct Costs (add lines 1-15)	\$974,465.00	\$974,465.00
17. Total Indirect Costs (200.414)		
Rate: <input type="text" value="n/a"/> %		
Base: <input type="text" value="n/a"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$974,465.00	\$974,465.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

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

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

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 15% modified total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 15% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4) For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - complies with other statutory policies.
- 5) No reimbursement of Indirect Cost is being requested.

Rate: %

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

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

Indirect Cost Rate: % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

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

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

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

Attachment B. Exhibit E Continued – No Conditions

Illinois Grant Accountability and Transparency Notice of State Award

06/03/26

Page 1 of 5

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organziation Unit: Office of Community Assistance
State Award ID Number (SAIN)	87-66287
State Program Description	The Illinois Home Weatherization Assistance Program (IHWAP) funded through the Department of Energy (DOE), Department of Health and Human Services (HHS), and the State Supplemental Low Income Energy Assistance Fund (SLIHEAP), is implemented through designated grantees to provide services to eligible low income households in Illinois. The client assistance funds available through this grant help eligible households conserve fuel and defray rising costs of energy in accordance with the U.S. DOE Weatherization Assistance Program State Plan. Up to 15% of the HHS LIHEAP Block Grant and 10% of the SLIHEAP funding can be utilized for Weatherization activities.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: Ben Moore Phone: 217-558-2874 Email: Ben.Moore@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: County of DuPage Address: 421 N. County Farm Road, Wheaton, IL 60187 Phone: Email:
Grantee Identification	GATA: 673126 UEI: W7KRN7E54898 FEIN: 3
Period of Performance	Start Date: 6/1/2026 End Date: 9/30/2027

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
870	420-70-0087	93.568	\$974,465.00
TOTAL			\$974,465.00

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

Illinois Grant Accountability and Transparency Notice of State Award

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0.00% Base: N/A Period: 6/1/2026-9/30/2027
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement. Grantor-Specific Terms that will be included in the final grant agreement can be found by clicking on "Uniform Grant Agreement Template" under the Grant Agreement Overview section at: https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html
Program-Specific Term(s)	Information about the Weatherization Specific Terms and requirements can be found in the Energy Assistance Act (305 ILCS 20), the Illinois Administrative Rules (47 Ill Adm. Code 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 et seq.) and the corresponding Department of Energy federal regulations (10 CFR 440).

Illinois Grant Accountability and Transparency Notice of State Award

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE
<p>The nature of the additional requirements</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: NO FISCAL AND ADMINISTRATIVE CONDITIONS.</p>
<p>The reason why the additional requirements are being imposed</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The nature of the action needed to remove the additional requirement, if applicable</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The time allowed for completing the actions, if applicable</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The method for requesting reconsideration of the additional requirements imposed</p> <p>GATA Conditions: None</p> <p>Agency Explanation: None</p>

Illinois Grant Accountability and Transparency Notice of State Award

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC
<p>The nature of the additional requirements Agency Adjustments / Explanation: NO PROGRAMMATIC CONDITIONS.</p>
<p>The reason why the additional requirements are being imposed Agency Adjustments / Explanation:</p>
<p>The nature of the action needed to remove the additional requirement, if applicable Agency Adjustments / Explanation:</p>
<p>The time allowed for completing the actions, if applicable Agency Adjustments / Explanation:</p>
<p>The method for requesting reconsideration of the additional requirements imposed Agency Explanation:</p>



Finance Resolution

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

File #: FI-R-0097-26

Agenda Date: 6/16/2026

Agenda #: 6.C.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STATE GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. 27-251028
COMPANY 5000 - ACCOUNTING UNIT 1490
\$609,599

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$609,599 (SIX HUNDRED NINE THOUSAND FIVE HUNDRED NINETY-NINE AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 27-251028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from June 1, 2026 through September 30, 2027; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 27-251028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$609,599 (SIX HUNDRED NINE THOUSAND FIVE HUNDRED NINETY-NINE AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program State Grant PY27, Company 5000 - Accounting Unit 1490, for period June 1, 2026 through September 30, 2027; and

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

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

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

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

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STATE GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. 27-251028
COMPANY 5000 – ACCOUNTING UNIT 1490
\$609,599

REVENUE

41400-0006 - State Operating Grant - IDCEO \$ 609,599

TOTAL ANTICIPATED REVENUE \$ 609,599

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 149,011
51010-0000 - Employer Share I.M.R.F. 14,365
51030-0000 - Employer Share Social Security 11,399
51040-0000 - Employee Med & Hosp Insurance 17,401

TOTAL PERSONNEL \$ 192,176

COMMODITIES

52100-0000 - I.T. Equipment-Small Value \$ 50

TOTAL COMMODITIES \$ 50

CONTRACTUAL

53090-0000 - Other Professional Services \$ 415,430
53100-0000 - Auto Liability Insurance 594
53260-0000 - Wireless Communication Svc 785
53500-0000 - Mileage Expense 37
53600-0000 - Dues & Memberships 366
53800-0001 - Copier Usage 38
53804-0000 - Postage & Postal Charges 12

TOTAL CONTRACTUAL \$ 417,262

CAPITAL

54100-0700 - IT Equipment - Capital Lease \$ 111

TOTAL CAPITAL \$ 111

TOTAL ADDITIONAL APPROPRIATION \$ 609,599



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

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

DUPAGE COUNTY

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Mary A Keating

Printed Title: Executive Director

Email: Mary.Keating@dupagecounty.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

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

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

“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 is effective on **06/01/2026** and expires on **09/30/2027** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$609,599.00**, 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**):

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

Reimbursement

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087 and the CSFA Name is Weatherization Assistance for Low-Income Persons. If applicable, the State Award Identification Number (SAIN) is 87-66291.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee

and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI

BUDGET

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

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

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

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the

Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

22.10 Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

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

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

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

Through the Illinois Home Weatherization Assistance Program (IHWAP”), Grantee shall assist low-income residents conserve fuel and defray rising costs of energy. Grantee (as defined below) will weatherize homes in an effective and efficient manner that will utilize the available Grant Funds.

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

Program Objective

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

This Agreement is issued contingent upon the Grantee’s successful completion of the 2026 IHWAP. Failure of the Grantee to comply with the terms and conditions of the 2026 IHWAP grant agreement may result in termination of this Agreement.

EXHIBIT B

DELIVERABLES OR MILESTONES

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

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

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

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

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Michelle Johnson
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-557-9305
TTY#: (800) 785-6055
Email michelle.l.johnson@illinois.gov
Address:

GRANTEE CONTACT

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

GRANTEE DESIGNEES

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

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: CEO.GrantHelp@Illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT AND REFUNDS—PROGRAM ACCOUNTANT

Name: Sam Huston
Email: samuel.huston@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

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

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

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

EXHIBIT E

SPECIFIC CONDITIONS

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

No Specific Conditions.

PART TWO – GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
AUTHORIZED SIGNATORY**

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

**ARTICLE XXIV
ADDITIONAL AUDIT PROVISIONS**

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

**ARTICLE XXV
ADDITIONAL MONITORING PROVISIONS**

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

**ARTICLE XXVI
ADDITIONAL INTEREST PROVISIONS**

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(12), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

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

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity

associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

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

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

ARTICLE XXIX

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

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

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

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

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

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

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS

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

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

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

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

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

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

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

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

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

**ARTICLE XXXIII
APPLICABLE STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

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

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

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

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

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

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

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

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

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

**ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE**

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

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

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

February 2027

- Annual Annual Financial Report (02/01/2027) - Covering Period of 06/01/2026 - 12/31/2026; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (02/01/2027) - Covering Period of 06/01/2026 - 12/31/2026; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

November 2027

- Annual Annual Financial Report (11/01/2027) - Covering Period of 01/01/2027 - 09/30/2027; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (11/01/2027) - Covering Period of 01/01/2027 - 09/30/2027; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- End of grant Closeout Financial Report and Reconciliation (11/14/2027) - Covering Period of 06/01/2026 - 09/30/2027; Send To: Grant Manager
 - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (11/14/2027) - Covering Period of 06/01/2026 - 09/30/2027; Send To: Grant Manager
 - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

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

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

37.1. This Agreement is issued contingent upon the Grantee’s successful completion of the 2026 Illinois Home Weatherization Assistance Program (“IHWAP”). Failure of the Grantee to comply with the terms and conditions of the 2026 IHWAP Grant Agreement may result in termination of this Agreement.

37.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the “Uniform Requirements”).

(b) Grantee must maintain compliance with the weatherization and related provisions of the Grantor’s IHWAP Operations Manual, the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), Urban Weatherization Initiative Act (30 ILCS 738), Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all Grantor policies and procedures. Any specific exceptions to the Uniform Requirements adopted by U.S. Department of Health and Human Services (HHS) may be found at 2 CFR Part 300.

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

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

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

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

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

37.5. Method of Compensation.

(a) In addition to the payment methods described in Article IV, herein the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as the immediate cash needs of

the Grantee to operate the program under this Agreement in accordance with the financial management standards set forth in Article VII, herein.

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

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

37.7. Non-Expendable Personal Property.

(a) Grantee must not purchase non-expendable personal property, including but not limited to, federally owned and exempt property, equipment, and supplies (collectively referred to as "Non-Expendable Personal Property") costing **\$10,000** or more without Grantor's prior written approval.

(b) In addition to Article XVII, herein the Grantee agrees to comply with the applicable property standards set forth in 2 CFR §§ 200.310–75.316, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under 2 CFR §§ 200.312 – 75.314, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior Grant Agreements.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 2 CFR 200.313 and paragraph 18.4, herein. Grantee must not sell, abandon, or otherwise dispose of such Non-Expendable Personal Property without disposition instructions and the prior written approval of Grantor.

(d) In accordance with 2 CFR §§ 200.315–200.316, Non-expendable Personal Property must be used for IHWAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared use" with other activities, provided that such use will not interfere with its primary use for the original purposes of IHWAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor's written approval.

(e) The Grantee must maintain appropriate property records and annually conduct an inventory of all Non-Expendable Personal Property purchased with Grant Funds. Within thirty (30) days of

receipt of purchased equipment, an "Equipment Acquisition Form" must be completed and sent to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

37.8 Procurement. Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.327 and in the Grantor's Office of Community Assistance Procurement Manual ("OCA Procurement Manual"). Pursuant to the OCA Procurement Manual, for every procurement transaction in excess of the simplified acquisition threshold, including contract modifications, and for all procurements involving materials and labor for weatherization services, Grantee is required to perform a cost or price analysis. See 2 CFR 200.322; OCA Procurement Manual at 23-24.

37.9 Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 2 CFR 200.475. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's non-federally-funded activities and in accordance with the Grantee's written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor's Travel Control Board. Notwithstanding the provisions of 2 CFR 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the federal awarding agency or Grantor when they are specifically related to a federal award.

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

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

37.11 Debarment. In addition to Grantee's certification in paragraph 3.5(i) and the representations and warranties in paragraph 28.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 3.5(i) and 28.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

37.12 Bond and Depository Insurance Requirements.

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

(b) In accordance with the payment standards and requirements set forth in 2 CFR 200.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(11). In the event the Grantee's Grant Funds deposits exceed insured

limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

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

37.14. Additional Budget Modification Provisions.

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

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

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

- **Program Support Grant Funds:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget under this Award; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may decrease the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- **Client Benefits (Materials/Labor and Health and Safety):** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Materials/Labor and Health and Safety sub-line items in the Client Benefits cost category. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.
- **Direct Administrative Grant Funds:** Pursuant to paragraph 27.1, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 300 series sub-line items except Line 317 Indirect Costs in the Direct Administration cost category of the Budget.. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or an increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget under this Award.

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

37.15. Fraud, Waste, Abuse or Misconduct.

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

(b) Definitions.

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

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

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

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

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

37.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 29.5, Grantee must submit any payment requests to Grantor within forty-five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

Attachment A. Budget

**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2026
Grantee:	DuPage County	UEI #:	W7KRN7E54898
NOFO Number:		CSFA Number:	
CSFA Description:	Grant Number: 27-251028		

Section A: State of Illinois Funds

	<u>Summary</u>	<u>Detail</u>
Revenues		
State of Illinois Grant Amount Requested	\$609,599.00	
Budget Expenditure Categories		
1. Personnel (200.430)	\$149,011.00	
0101 PERSONNEL SALARIES AND WAGES		\$112,290.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$36,721.00
2. Fringe Benefits (200.431)	\$43,165.00	
0102 FRINGE BENEFITS		\$31,732.00
0302 ADMIN-FRINGE BENEFITS		\$11,433.00
3. Travel (200.474)	\$37.00	
0303 ADMIN-TRAVEL		\$37.00
4. Equipment (200.439)		
5. Supplies (200.94)	\$62.00	
0305 ADMIN-SUPPLIES		\$62.00
6. Contractual/Subawards (200.318 and .92)	\$111.00	
0306 ADMIN-CONTRACTUAL SERVICES		\$111.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$785.00	
0111 TELECOMMUNICATIONS		\$785.00
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	\$998.00	
0114 MISCELLANEOUS		\$594.00
0314 ADMIN-MISCELLANEOUS COSTS		\$404.00
15. Grant Exclusive Line Item(s)	\$415,430.00	
0201 MATERIALS AND LABOR		\$290,801.00
0202 HEALTH AND SAFETY		\$124,629.00
16. Total Direct Costs (add lines 1-15)	\$609,599.00	\$609,599.00
17. Total Indirect Costs (200.414)		
Rate: <input type="text" value="n/a"/> %		
Base: <input type="text" value="n/a"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$609,599.00	\$609,599.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

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

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

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 15% modified total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 15% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4) For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - complies with other statutory policies.
- 5) No reimbursement of Indirect Cost is being requested.

Rate: %

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

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

Indirect Cost Rate: % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

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

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

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

Attachment B. Exhibit E Continued – No Conditions

Illinois Grant Accountability and Transparency Notice of State Award

06/04/26

Page 1 of 5

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organziation Unit: Office of Community Assistance
State Award ID Number (SAIN)	87-66291
State Program Description	The Illinois Home Weatherization Assistance Program (IHWAP) funded through the Department of Energy (DOE), Department of Health and Human Services (HHS), and the State Supplemental Low Income Energy Assistance Fund (SLIHEAP), is implemented through designated grantees to provide services to eligible low income households in Illinois. The client assistance funds available through this grant help eligible households conserve fuel and defray rising costs of energy in accordance with the U.S. DOE Weatherization Assistance Program State Plan. Up to 15% of the HHS LIHEAP Block Grant and 10% of the SLIHEAP funding can be utilized for Weatherization activities.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: Ben Moore Phone: 217-558-2874 Email: Ben.Moore@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: County of DuPage Address: 421 N. County Farm Road, Wheaton, IL 60187 Phone: Email:
Grantee Identification	GATA: 673126 UEI: W7KRN7E54898 FEIN: 366006551
Period of Performance	Start Date: 6/1/2026 End Date: 9/30/2027

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
550	420-70-0087		\$609,599.00
TOTAL			\$609,599.00

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

Illinois Grant Accountability and Transparency Notice of State Award

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0% Base: N/A Period: 6/1/2026-9/30/2027
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement. Grantor-Specific Terms that will be included in the final grant agreement can be found by clicking on "Uniform Grant Agreement Template" under the Grant Agreement Overview section at: https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html
Program-Specific Term(s)	Information about the Weatherization Specific Terms and requirements can be found in the Energy Assistance Act (305 ILCS 20), the Illinois Administrative Rules (47 Ill Adm. Code 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 et seq.) and the corresponding Department of Energy federal regulations (10 CFR 440).

Illinois Grant Accountability and Transparency Notice of State Award

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE
<p>The nature of the additional requirements</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: NO FISCAL AND ADMINISTRATIVE CONDITIONS.</p>
<p>The reason why the additional requirements are being imposed</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The nature of the action needed to remove the additional requirement, if applicable</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The time allowed for completing the actions, if applicable</p> <p>GATA Conditions: None</p> <p>Agency Adjustments / Explanation: None</p>
<p>The method for requesting reconsideration of the additional requirements imposed</p> <p>GATA Conditions: None</p> <p>Agency Explanation: None</p>

Illinois Grant Accountability and Transparency Notice of State Award

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC
<p>The nature of the additional requirements Agency Adjustments / Explanation: NO PROGRAMMATIC CONDITIONS.</p>
<p>The reason why the additional requirements are being imposed Agency Adjustments / Explanation:</p>
<p>The nature of the action needed to remove the additional requirement, if applicable Agency Adjustments / Explanation:</p>
<p>The time allowed for completing the actions, if applicable Agency Adjustments / Explanation:</p>
<p>The method for requesting reconsideration of the additional requirements imposed Agency Explanation:</p>



Finance Resolution

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

File #: FI-R-0099-26

Agenda Date: 6/16/2026

Agenda #: 10.K.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS DEPARTMENT OF HUMAN SERVICES
HOMELESS PREVENTION GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. FCSFH00172
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. FCSFH00172 with the Illinois Department of Human Services, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the terms of the agreements are from July 1, 2026 through June 30, 2027; 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. FCSFH00172 (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 PY26, Company 5000 - Accounting Unit 1760, for the period July 1, 2026 through June 30, 2027; 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 23rd day of June, 2026 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 PY27
INTER-GOVERNMENTAL AGREEMENT NO. FCSFH00172
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 \$ 31,782

51010-0000 - Employer Share I.M.R.F. 3,064

51030-0000 - Employer Share Social Security 2,432

51040-0000 - Employee Med & Hosp Insurance 5,958

TOTAL PERSONNEL \$ 43,236

CONTRACTUAL

53824-0000 - Housing Assistance \$ 340,764

TOTAL CONTRACTUAL \$ 340,764

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: _____

E-mail: mary.keating@dupagecounty.gov

By: _____
Signature of Second Grantor Approver, if applicable

FEIN:

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

Third Grantor Approver

Second Grantee Approver
(optional at Grantee's discretion)

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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, 2026 and expires on Jun 30, 2027 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) [] must not exceed or [X] are estimated to be \$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. 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: [REDACTED] is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

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

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

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

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

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

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

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

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

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

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a

drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in

the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in

good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO, or PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in Exhibit E. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the

making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) six (6) months after the end of Grantee’s audit period.

12.4. “For-Profit” Entities.

(a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform

grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board

membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when

equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and

achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are

governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees,

costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A
PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: HOMELESS PREVENTION
PURPOSE OF GRANT

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-80-0657
Appropriation FY: 2027
Appropriation Code: 0001.44480.4900.001500NE
WBS Element: 444HMLPV27-HPSPH121-SNMT
Spomed. 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: 2027
Appropriation Code: 0286.44480.4900.000000NE
WBS Element: 444HMLPV27-HPSPH121-SNMT
Spomed. 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: 2027
Appropriation Code: 0001.44480.4900.002600NE
WBS Element: 444HMIL027-HPSPH121-SNMT
Spomed. 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 20% 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.

Reporting Requirements:

A. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit G, Grantee shall submit financial reports to Grantor pursuant to Paragraph 13.1 and reports must be submitted no later than 20 days after the quarter ends.

B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 13.2 and no later than 60 days after this Agreement's end of the period of performance or termination.

C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit G, Grantee shall submit Performance Reports to Grantor pursuant to Paragraph 14.1 and such reports must be submitted no later than 20 days after the quarter ends.

D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 14.2 and no later than 60 days after this Agreement's end of the period of performance or termination.

----- 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

E-mail Address: darcie.hannah@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
 Title: Director
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

E-mail Address: mary.keating@dupagecounty.gov

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: 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: Attachment Contact
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

Phone: 630-407-6500

TTY #: 630-407-6502

E-mail Address: mary.keating@dupagecounty.gov

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**. In addition, Grantee acknowledges it must cooperate with all Grantor-initiated post Close-out audits or reviews, including, but not limited to, submission of any Grantor-required forms.

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

ARTICLE XXV MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and

compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

25.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

25.3 Rights of Review. This O does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXVI WORK PRODUCT

26.1 Assignment of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

26.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

26.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantor will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

26.4 Unresolved Objections; Disclaimer. If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

ARTICLE XXVII

POST-TERMINATION/NON-RENEWAL

27.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

27.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

**ARTICLE XXVIII
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE**

28.1 Applicability. This Article does not apply to governmental bodies or institutions of higher education.

28.2 Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at <http://www.dhs.state.il.us/page.aspx?item=66602>.

28.3 Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

28.4 Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

**ARTICLE XXIX
ADDITIONAL REQUIREMENTS**

29.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

29.2 Program Attachment. The related Program Attachment, if applicable, is 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. FCSFH00172

State Agency Illinois Department of Human Services

FY. 2027

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN _____

Catalog of State Financial Assistance (CSFA) Number 444-80-0657

CSFA Short Description. HOMELESS PREVENTION

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$384,000.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$13,684.60
2. Fringe Benefits (200.431)	\$4,152.48
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)	\$25,399.04
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	\$340,764.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$384,000.12
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

Note: Total may be adjusted for rounding.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. FCSFH00172

State Agency Illinois Department of Human Services

FY. 2027

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN

Catalog of State Financial Assistance (CSFA) Number 444-80-0657

CSFA Short Description. HOMELESS PREVENTION

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	N/A
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	N/A

Note: Total may be adjusted for rounding.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. FCSFH00172

State Agency Illinois Department of Human Services

FY. 2027

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN _____

Catalog of State Financial Assistance (CSFA) Number 444-80-0657

CSFA Short Description. HOMELESS PREVENTION

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Budget Narrative Summary

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	\$13,684.60	N/A	\$13,684.60
2. Fringe Benefits	\$4,152.48	N/A	\$4,152.48
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	\$25,399.04	N/A	\$25,399.04
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	\$340,764.00	N/A	\$340,764.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$384,000.12	N/A	\$384,000.12
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

Note: Total may be adjusted for rounding.



HS Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-R-0014-26

Agenda Date: 6/16/2026

Agenda #: 7.D.3.

APPROVAL OF ISSUANCE OF PAYMENTS BY DUPAGE COUNTY
TO ENERGY ASSISTANCE PROVIDERS THROUGH
THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
STATE GRANT PY27
INTER-GOVERNMENTAL AGREEMENT NO. 27-254028
IN THE AMOUNT OF \$3,947,445

WHEREAS, the County of DuPage receives grant funds and administers the Low-Income Home Energy Assistance Program State Grant PY27, Inter-Governmental Agreement No. 27-254028, Company 5000 - Accounting Unit 1495; and

WHEREAS, the energy assistance budget for the Low-Income Home Energy Assistance Program State Grant PY27, Inter-Governmental Agreement No. 27-254028 is \$3,947,445 (THREE MILLION NINE HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED FORTY- FIVE AND NO/100 DOLLARS); and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity reviews energy assistance applications and directs the County as to the payment amount and the energy assistance provider to be paid; and

WHEREAS, all payments made for the program are based on payment registers received from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Human Services Committee recommends County Board approval for the issuance of payments for the Low-Income Home Energy Assistance Program State Grant PY27, Inter-Governmental Agreement No. 27-254028, for the period June 1, 2026 through August 31, 2027 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the Low-Income Home Energy Assistance Program State Grant PY27, Inter-Governmental Agreement No. 27-254028, Company 5000 - Accounting Unit 1495, for the period June 1, 2026 through August 31, 2027, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of \$3,947,445 (THREE MILLION NINE HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED FORTY- FIVE AND NO/100 DOLLARS)

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Finance Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0093-26

Agenda Date: 6/16/2026

Agenda #: 8.G.

ADDITIONAL APPROPRIATION FOR THE THIRTY-EIGHTH (38th) YEAR
EMERGENCY SOLUTIONS GRANT PY26 COMPANY 5000 - ACCOUNTING UNIT 1470
FROM \$286,959 TO \$290,901 (AN INCREASE OF \$3,972)

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage, through the DuPage County Department of Community Services, heretofore accepted and appropriated the Thirty-Eighth (38th) Year Emergency Solutions Grant PY26, Company 5000 - Accounting Unit 1470, based upon initial planning numbers, pursuant to Resolution FI-R-0063-26 for the period of April 1, 2026 through March 31, 2027; and

WHEREAS, the County of DuPage, through the DuPage County Department of Community Services, has been notified by the U.S. Department of Housing and Urban Development that the awarded grant amount is \$3,972 (THREE THOUSAND NINE HUNDRED AND SEVENTY-TWO AND NO/100 DOLLARS) more than the initial planning numbers, requiring an increase to the appropriated amount of the Thirty-Eighth (38th) Year Emergency Solutions Grant PY26, Company 5000 - Accounting Unit 1470; and

WHEREAS, no additional County funds are required to receive this additional funding; and

WHEREAS, the DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the appropriation relating to the Thirty-Eighth (38th) Year Emergency Solutions Grant PY26, Company 5000 - Accounting Unit 1470, be increased by \$3,972 (THREE THOUSAND NINE HUNDRED AND SEVENTY-TWO AND NO/100 DOLLARS) as reflected on the attached budget sheet (ATTACHMENT I), and the program shall continue as originally approved in all other respects.

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION FOR
THE THIRTY-EIGHTH (38th) YEAR OF THE
EMERGENCY SOLUTIONS GRANT PY26
COMPANY 5000 – ACCOUNTING UNIT 1470
\$3,972

REVENUE

41000-0001 - Federal Operating Grant - HUD \$ 3,972

TOTAL ANTICIPATED REVENUE \$ 3,972

EXPENDITURES

PERSONNEL

51040-0000 - Employee Med & Hosp Insurance \$ 298

TOTAL PERSONNEL \$ 298

CONTRACTUAL

53820-0000 - Grant Services \$ 3,674

TOTAL CONTRACTUAL \$ 3,674

TOTAL APPROPRIATION \$ 3,972



Finance Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0094-26

Agenda Date: 6/16/2026

Agenda #: 7.B.

ADDITIONAL APPROPRIATION FOR THE FIFTY-SECOND (52nd) YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT PY26
COMPANY 5000 - ACCOUNTING UNIT 1440
FROM \$3,703,858 TO \$3,763,079 (AN INCREASE OF \$59,221)

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage, through the DuPage County Department of Community Services, heretofore accepted and appropriated the Fifty-Second (52nd) Year Community Development Block Grant PY26, Company 5000 - Accounting Unit 1440, based upon initial planning numbers, pursuant to Resolution FI-R-0061-26 for the period of April 1, 2026 through March 31, 2027; and

WHEREAS, the County of DuPage, through the DuPage County Department of Community Services, has been notified by the U.S. Department of Housing and Urban Development that the awarded grant amount is \$59,221 (FIFTY-NINE THOUSAND TWO HUNDRED TWENTY-ONE and NO/100 DOLLARS) greater than the initial planning numbers; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, to utilize the fully awarded funding amount requires increasing the appropriation for the Fifty-Second (52nd) Year Community Development Block Grant PY26, Company 5000 - Accounting Unit 1440.

WHEREAS, the DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the appropriation relating to the Fifty-Second (52nd) Year Community Development Block Grant PY26, Company 5000 - Accounting Unit 1440, be increased by \$59,221 (FIFTY-NINE THOUSAND TWO HUNDRED TWENTY-ONE and NO/100 DOLLARS) as reflected on the attached budget sheet (ATTACHMENT I), and the program shall continue as originally approved in all other respects.

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION FOR
THE FIFTY-SECOND (52nd) YEAR OF THE
COMMUNITY DEVELOPMENT BLOCK GRANT PY26
COMPANY 5000 – ACCOUNTING UNIT 1440
\$59,221

REVENUE

41000-0001 - Federal Operating Grant - HUD \$ 59,221

TOTAL ANTICIPATED REVENUE \$ 59,221

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 5,344
51010-0000 - Employer Share I.M.R.F. 2,000
51030-0000 - Employer Share Social Security 2,000
51040-0000 - Employee Med & Hosp Insurance 2,500

TOTAL PERSONNEL \$ 11,844

CONTRACTUAL

53820-0000 - Grant Services \$ 47,377

TOTAL CONTRACTUAL \$ 47,377

TOTAL INCREASE IN APPROPRIATION \$ 59,221



Finance Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0095-26

Agenda Date: 6/16/2026

Agenda #: 8.I.

REDUCTION IN APPROPRIATION FOR THE THIRTY-FIFTH (35th) YEAR
HOME INVESTMENT PARTNERSHIPS GRANT PY26
COMPANY 5000 - ACCOUNTING UNIT 1450
FROM \$1,722,324 TO \$1,681,900 (A REDUCTION OF \$40,424)

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage, through the DuPage County Department of Community Services, heretofore accepted and appropriated the Thirty-Fifth (35th) Year HOME Investment Partnerships Program Grant PY26, Company 5000 - Accounting Unit 1450, based upon initial planning numbers, pursuant to Resolution FI-R-0062-26 for the period of April 1, 2026 through March 31, 2027; and

WHEREAS, the County of DuPage, through the DuPage County Department of Community Services, has been notified by the U.S. Department of Housing and Urban Development that the awarded grant amount is \$40,424.52 (FORTY THOUSAND FOUR HUNDRED TWENTY-FOUR AND 52/100 DOLLARS) less than the initial planning numbers, requiring an reduction to the appropriated amount of the Thirty-Fifth (35th) Year Home Investment Partnerships Grant PY26, Company 5000 - Accounting Unit 1450; and

WHEREAS, no additional County funds are required to receive the amended funding; and

WHEREAS, the DuPage County Board finds that the need to reduce said appropriated funding creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the reduction in appropriation on the attached sheet (ATTACHMENT I) in the amount of \$40,424 (FORTY THOUSAND FOUR HUNDRED TWENTY-FOUR AND NO/100 DOLLARS) be made and that the total appropriation for the Thirty-Fifth (35th) Year Home Investment Partnerships Grant PY26, Company 5000 - Accounting Unit 1450, be reduced accordingly, and the program shall continue as originally approved in all other respects.

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

REDUCTION IN APPROPRIATION FOR
THE THIRTY-FIFTH (35th) YEAR OF THE
HOME INVESTMENT PARTNERSHIPS GRANT PY26
COMPANY 5000 – ACCOUNTING UNIT 1450
(\$40,424)

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ (40,424)

TOTAL ANTICIPATED REVENUE \$ (40,424)

EXPENDITURES

PERSONNEL

51000-0000 - Benefit Payments \$ (343)
51010-0000 - Employer Share I.M.R.F. (850)
51030-0000 - Employer Share Social Security (850)
51040-0000 - Employee Med & Hosp Insurance (2,000)

TOTAL PERSONNEL \$ (4,043)

CONTRACTUAL

53820-0000 - Grant Services \$ (36,381)

TOTAL CONTRACTUAL \$ (36,381)

TOTAL INCREASE IN APPROPRIATION \$ (40,424)



Care Center Requisition \$30,000.01+

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-P-0023-26

Agenda Date: 6/16/2026

Agenda #: 7.D.1.

AWARDING RESOLUTION ISSUED TO
PROFESSIONAL MEDICAL & SURGICAL SUPPLY, INCORPORATED
TO PROVIDE OSTOMY, TRACHEOSTOMY, UROLOGICAL AND ENTERAL SUPPLIES AND
SERVICES (MED B) AND ENTERAL FEEDING FORMULAS
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$44,000.00)

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 Professional Medical & Surgical Supply, Inc., to provide ostomy, tracheostomy, urological and enteral supplies and services (med b) and enteral feeding formulas, for the period of July 30, 2026 through July 29, 2027, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide ostomy, tracheostomy, urological and enteral supplies and services (med b) and enteral feeding formulas, for the period of July 30, 2026 through July 29, 2027, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Professional Medical & Surgical Supply, Inc., 1917 Garnet Court, New Lenox, Illinois 60451, for a contract total amount not to exceed \$44,000.00, per lowest responsible bid #26-026-DCC.

Enacted and approved this 23rd day of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
 Procurement Services Division
 This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 26-1653	RFP, BID, QUOTE OR RENEWAL #: 26-026-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$44,000.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 06/16/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$176,000.00
	CURRENT TERM TOTAL COST: \$44,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Professional Medical & Surgical Supply, Inc.	VENDOR #: 11409	DEPT: DuPage Care Center	DEPT CONTACT NAME: Annabel Leonida & Mario Plata
VENDOR CONTACT: Alan Ferry	VENDOR CONTACT PHONE: 800-648-5190	DEPT CONTACT PHONE #: 630-784-4250 & 630- 784-4273	DEPT CONTACT EMAIL: annabel.leonida@dupagecounty.gov & vinit.patel@dupagecounty.gov
VENDOR CONTACT EMAIL: alanf@promedsupply.com	VENDOR WEBSITE:	DEPT REQ #: 7585	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). To furnish and deliver Ostomy, Tracheostomy, Urological and Enteral supplies and services (Med B) and Enteral feeding formulas, for the DuPage Care Center, for the period July 30, 2026 through July 29, 2027, for a total contract not to exceed \$44,000.00, per lowest bid #26-026-DCC.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The DPCC currently does not have the resources to bill Medicare Part B for these products. Allowing a company to bill Medicare is a cost-effective way of providing these products. DPCC is regulated by the IL Department of Public Health which mandates & monitors our ongoing compliance with all applicable State & Federal regulations that govern our practices, policies & procedures which in turn drive our deliver system. Adherence to physician prescribed orders for tube feeding & enteral daily supplements is necessary to provide an appropriate level of care to the residents, as well as maintaining compliances.			

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 BID	
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: Professional Medical & Surgical Supply, Inc.	Vendor#: 11409	Dept: DuPage Care Center	Division: Nursing & Dining Services
Attn: Alan Ferry	Email: alanf@pormedsupply.com	Attn: Annabel Leonida & Mario Plata	Email: Annabel.leonida@dupagecounty.gov & Vinit.patel@dupagecounty.gov
Address: 1917 Garnet Court	City: New Lenox	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60451	State: IL	Zip: 60187
Phone: 800-648-5190	Fax:	Phone: 630-784-4250 & 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Professional Medical & Surgical Supply, Inc.	Vendor#: 11409	Dept: DuPage Care Center	Division: Nursing & Dining Services
Attn: Alan Ferry	Email: alanf@pormedsupply.com	Attn: Annabel Leonida & Mario Plata	Email: @dupagecounty.gov
Address: 1917 Garnet Court	City: New Lenox	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60451	State: IL	Zip: 60187
Phone: 800-648-5190	Fax:	Phone: 630-784-4250 & 630-784-4273	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 30, 2026	Contract End Date (PO25): July 29, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Ostomy, Tracheostomy, Urological & Enteral Supplies & Services (Med B)	FY26	1200	2050	52320		4,000.00	4,000.00
2	1	EA		Enteral Formulas	FY26	1200	2025	52210		10,000.00	10,000.00
3	1	EA		Ostomy, Tracheostomy, Urological & Enteral Supplies & Services (Med B)	FY27	1200	2050	52320		15,000.00	15,000.00
4	1	EA		Enteral Formulas	FY27	1200	2025	52210		15,000.00	15,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 44,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Ostomy, Tracheostomy, Urological and Enteral supplies and services (Med B) and Enteral feeding formulas, for the DuPage Care Center, for the period July 30, 2026 through July 29, 2027, for a total contract not to exceed \$44,000.00, per lowest bid #26-026-DCC.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. June 16, 2026 Human Services Committee June 23, 2026 County Board Meeting
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
OSTOMY, TRACHEOSTOMY, UROLOGICAL, ENTERAL SUPPLIES
SERVICES AND ENTERAL FEEDING FORMULAS 26-026-DCC
BID TABULATION**

✓

NO.	ITEM	UOM	QTY	Professional Medical & Surgical Supply, Inc.		MAR-J Medical Supply, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Adapter for Spike Set 774655	EA	180	\$ 0.30	\$ 54.00	NO BID	
2	Feeding Bag Container E-Pump 30/CS	CS	2	\$ 115.00	\$ 230.00	\$ 135.40	\$ 270.80
3	Feeding Bag Container E-Pump	EA	91	\$ 3.83	\$ 348.53	\$ 4.51	\$ 410.41
4	G-Tube 14FR w/5cc Balloon	EA	26	\$ 23.50	\$ 611.00	NO BID	
5	G-Tube 16FR w/15cc Balloon	EA	3	\$ 23.50	\$ 70.50	NO BID	
6	G-Tube 18FR w/15cc Balloon	EA	4	\$ 23.50	\$ 94.00	NO BID	
7	G-Tube 22FR w/15cc Balloon	EA	4	\$ 23.50	\$ 94.00	NO BID	
8	Kangaroo safety screw pouch	BX	3	\$ 106.20	\$ 318.60	\$ 149.63	\$ 448.89
9	Spike Set for E-Pump	EA	2,195	\$ 3.54	\$ 7,770.30	NO BID	
10	Spike Set for E-Pump	EA	750	\$ 3.54	\$ 2,655.00	\$ 5.85	\$ 4,387.50
11	Syringe, 60cc Catheter Tip Piston	EA	4,310	\$ 0.60	\$ 2,586.00	\$ 0.52	\$ 2,241.20
12	Tube Anchor Device	EA	7	\$ 7.10	\$ 49.70	\$ 9.29	\$ 65.03
13	Adapt Barrier Rings 13/16" 20 MM 10/BX	BX	2	\$ 27.50	\$ 55.00	\$ 41.67	\$ 83.34
14	Coloplast Barrier 2 1/4 flg c/f xw	EA	2	\$ 5.90	\$ 11.80	\$ 4.63	\$ 9.26
15	Convatec Barrier	EA	1	\$ 2.36	\$ 2.36	\$ 6.88	\$ 6.88
16	Convatec Barrier	EA	1	\$ 2.10	\$ 2.10	\$ 5.02	\$ 5.02
17	Convatec Pouch	EA	2	\$ 1.27	\$ 2.54	\$ 3.89	\$ 7.78
18	Convatec Pouch	EA	1	\$ 2.10	\$ 2.10	\$ 5.82	\$ 5.82
19	Eakin Cohesive Seal Small 2"	EA	302	\$ 3.49	\$ 1,053.38	\$ 5.90	\$ 1,781.80



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
OSTOMY, TRACHEOSTOMY, UROLOGICAL, ENTERAL SUPPLIES
SERVICES AND ENTERAL FEEDING FORMULAS 26-026-DCC
BID TABULATION**

✓

NO.	ITEM	UOM	QTY	Professional Medical & Surgical Supply, Inc.		MAR-J Medical Supply, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
20	Hollister Drain/Tube Attachment Device	EA	1	\$ 7.10	\$ 7.10	\$ 7.67	\$ 7.67
21	Hollister Pouch	EA	1	\$ 3.45	\$ 3.45	\$ 6.91	\$ 6.91
22	Hollister Pouch	EA	2	\$ 1.75	\$ 3.50	\$ 3.42	\$ 6.84
23	Hollister Pouch	EA	1	\$ 5.50	\$ 5.50	\$ 6.59	\$ 6.59
24	Ostomy Pouch, 1-1/2" 1 PC Closed w/Filter	BX	3	NO BID		\$ 63.93	\$ 191.79
25	Ostomy Clamp-Repl	EA	5	\$ 1.17	\$ 5.85	\$ 4.33	\$ 21.65
26	Paste Skin Barrier Tube	EA	4	\$ 6.22	\$ 24.88	\$ 7.40	\$ 29.60
27	Pouch 1" Urostomy Convex Barrier	BX	1	\$ 23.50	\$ 23.50	\$ 54.35	\$ 54.35
28	Pouch, 2-1/4" Drainable 10/BX	BX	1	\$ 12.16	\$ 12.16	\$ 34.11	\$ 34.11
29	Pouch, 2-3/4" Drainable w/Filter	BX	3	\$ 50.74	\$ 152.22	NO BID	
30	Pouch, 2-3/4" Closed End w/Filter	BX	20	\$ 75.00	\$ 1,500.00	NO BID	
31	Pouch, 2-3/4" Surfitt Natura 60/Box	BX	2	\$ 92.50	\$ 185.00	NO BID	
32	Pouch, 2-3/4" Urostomy w/Accuseal Tap w/Valve	BX	17	\$ 18.15	\$ 308.55	\$ 35.64	\$ 605.88
33	Pouch, 2-3/8" Esteem Synergy 60/BX	BX	1	\$ 56.43	\$ 56.43	NO BID	
34	Pouch, Drainable 3/4" - 2-1/4" 10/BX	BX	46	\$ 24.43	\$ 1,123.78	\$ 42.74	\$ 1,966.04
35	Pouch, Drainable 7/8 w/Convex Barrier	BX	3	\$ 20.95	\$ 62.85	NO BID	
36	Pouch, Drainable Mini Pouch, EX Wear Cut To Fit	BX	2	\$ 19.75	\$ 39.50	\$ 50.02	\$ 100.04
37	Pouch, 2 3/4" Drainable New Image 2 PC Beige 10/BX	BX	2	\$ 15.75	\$ 31.50	\$ 27.35	\$ 54.70
38	Powder, Stomahesive Protective Powder 1 OZ	BTL	1	\$ 4.39	\$ 4.39	\$ 4.86	\$ 4.86



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
OSTOMY, TRACHEOSTOMY, UROLOGICAL, ENTERAL SUPPLIES
SERVICES AND ENTERAL FEEDING FORMULAS 26-026-DCC
BID TABULATION**



NO.	ITEM	UOM	QTY	Professional Medical & Surgical Supply, Inc.		MAR-J Medical Supply, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
39	Wafer 2-3/4" FlexWEar	BX	47	\$ 35.00	\$ 1,645.00	NO BID	
40	Wafer 2-3/4" Stomahesive Skin Barrier	BX	15	\$ 16.26	\$ 243.90	\$ 44.27	\$ 664.05
41	Wafer, 2-1/4" Durahesive Flexible Skin Barrier	BX	3	\$ 22.45	\$ 67.35	\$ 58.23	\$ 174.69
42	Wafer 2-3/4" Durahesive Flexible Skin Barrier	BX	2	\$ 23.64	\$ 47.28	\$ 37.64	\$ 75.28
43	Wafer 2-3/4" Stomahesive Skin Barrier	BX	6	\$ 20.99	\$ 125.94	\$ 45.76	\$ 274.56
44	Wafer 2-3/8" Esteem Synergy 10/BX	BX	1	\$ 21.81	\$ 21.81	\$ 41.76	\$ 41.76
45	Wafer Esteem 1PC – Stomahesive 3/8" – 4"	BX	15	\$ 38.06	\$ 570.90	\$ 35.42	\$ 531.30
46	Wound Fistula Pouch 4" x 3" 5/PKG	PKG	3	NO BID		NO BID	
47	Convatec Esteem Synergy	EA	1	NO BID		\$ 5.30	\$ 5.30
48	Shiley 15 MM Cap	EA	2	\$ 6.95	\$ 13.90	\$ 11.03	\$ 22.06
49	Trach Clean & Care Tray-AirLife	EA	2,840	\$ 2.00	\$ 5,680.00	\$ 3.41	\$ 9,684.40
50	Trach Tube Cuff 4DCT	EA	5	\$ 22.50	\$ 112.50	\$ 9.34	\$ 46.70
51	Trach Tube Shiley 4DCFS	EA	5	\$ 56.00	\$ 280.00	\$ 9.34	\$ 46.70
52	Trach Tube Shiley 4 CFN	EA	15	\$ 29.50	\$ 442.50	\$ 67.66	\$ 1,014.90
53	Trach Tube Shiley 6 CFN	EA	2	\$ 22.50	\$ 45.00	\$ 67.66	\$ 135.32
54	Trach Tube Size 6	EA	5	NO BID		NO BID	
55	Trach Tube Size 7	EA	1	NO BID		NO BID	
56	Trach/Laryn Tube 8 Non-Cuffed	EA	4	\$ 68.50	\$ 274.00	\$ 9.34	\$ 37.36
57	Trach/Laryn Tube Non-Cuffed	EA	13	\$ 68.50	\$ 890.50	\$ 9.34	\$ 121.42



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 OSTOMY, TRACHEOSTOMY, UROLOGICAL, ENTERAL SUPPLIES
 SERVICES AND ENTERAL FEEDING FORMULAS 26-026-DCC
 BID TABULATION

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NO.	ITEM	UOM	QTY	Professional Medical & Surgical Supply, Inc.		MAR-J Medical Supply, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
58	Trach/Laryn Tube Non-Cuffed	EA	11	\$ 68.50	\$ 753.50	\$ 9.34	\$ 102.74
59	Tracheostomy Disposable Inner Cannula	BX	10	\$ 3.25	\$ 32.50	\$ 9.34	\$ 93.40
60	Cath Silicone 16fr 5cc Closed System Tray	EA	21	NO BID		NO BID	
61	Catheter Foley 16 Fr 10cc Latex Free	EA	41	\$ 3.00	\$ 123.00	\$ 9.74	\$ 399.34
62	Catheter Foley 18 Fr 30cc Latex Free	EA	9	\$ 3.00	\$ 27.00	\$ 12.54	\$ 112.86
63	Catheter, External Self Adhering LF 25 MM Small	EA	120	\$ 3.00	\$ 360.00	\$ 2.78	\$ 333.60
64	Catheter-Coude Tip-Latex Free Urethral 16 Fr	EA	30	\$ 2.17	\$ 65.10	\$ 5.16	\$ 154.80
65	Catheter-Coude Tip-Latex Urethral 16 Fr	EA	39	\$ 5.20	\$ 202.80	\$ 5.16	\$ 201.24
66	Catheter-Foley 14fr 30cc	EA	10	\$ 0.82	\$ 8.20	NO BID	
67	Catheter-Foley 14fr 5cc	EA	18	\$ 0.82	\$ 14.76	\$ 4.65	\$ 83.70
68	Catheter-Foley 16fr 30cc	EA	3	\$ 0.82	\$ 2.46	NO BID	
69	Catheter-Foley 16 fr 5cc	EA	192	\$ 0.82	\$ 157.44	\$ 2.43	\$ 466.56
70	Catheter-Foley 18fr 30cc	EA	15	\$ 0.82	\$ 12.30	\$ 3.99	\$ 59.85
71	Catheter-Foley 18fr 5cc	EA	91	\$ 0.82	\$ 74.62	\$ 2.43	\$ 221.13
72	Catheter-Foley 20fr 30cc	EA	60	\$ 0.82	\$ 49.20	\$ 3.99	\$ 239.40
73	Catheter-Foley 20fr 5cc	EA	57	\$ 0.82	\$ 46.74	\$ 3.99	\$ 227.43
74	Catheter-Foley 22fr 30cc	EA	71	\$ 0.82	\$ 58.22	\$ 3.33	\$ 236.43
75	Catheter-Foley 22fr 5cc	EA	68	\$ 0.82	\$ 55.76	\$ 3.99	\$ 271.32
76	Catheter-Foley 24fr 30cc	EA	14	\$ 0.82	\$ 11.48	\$ 3.99	\$ 55.86



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 OSTOMY, TRACHEOSTOMY, UROLOGICAL, ENTERAL SUPPLIES
 SERVICES AND ENTERAL FEEDING FORMULAS 26-026-DCC
 BID TABULATION

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NO.	ITEM	UOM	QTY	Professional Medical & Surgical Supply, Inc.		MAR-J Medical Supply, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
77	Catheter-Foley 24fr 5cc	EA	48	\$ 0.82	\$ 39.36	\$ 3.99	\$ 191.52
78	Catheter-Foley 26fr 30cc	EA	6	\$ 0.82	\$ 4.92	\$ 3.99	\$ 23.94
79	Catheter-Foley 26fr 5cc	EA	7	\$ 0.82	\$ 5.74	\$ 3.94	\$ 27.58
80	Catheter-Foley 28fr 30cc	EA	8	\$ 0.82	\$ 6.56	\$ 10.91	\$ 87.28
81	Catheter-Foley 18fr 5cc Latex Free	EA	10	\$ 3.00	\$ 30.00	\$ 9.74	\$ 97.40
82	Cath-Straight Tip 14fr 16" Intm Silicone	EA	540	\$ 0.78	\$ 421.20	\$ 1.46	\$ 788.40
83	Coude Tip Urinary Catheter 14fr	EA	5	\$ 0.90	\$ 4.50	\$ 10.96	\$ 54.80
84	Coude Tip Urinary Catheter 16fr	EA	35	\$ 0.90	\$ 31.50	\$ 10.96	\$ 383.60
85	Coude Tip Urinary Catheter 18fr	EA	26	\$ 0.90	\$ 23.40	\$ 10.96	\$ 284.96
86	External Male Freedom Cath-Large	EA	517	\$ 1.05	\$ 542.85	\$ 2.06	\$ 1,065.02
87	External Male Freedom Cath-Med	EA	30	\$ 1.05	\$ 31.50	\$ 2.06	\$ 61.80
88	External Male Freedom Cath-Medium	EA	537	\$ 1.45	\$ 778.65	\$ 2.06	\$ 1,106.22
89	External Male Freedom Cath-Small	EA	813	\$ 1.45	\$ 1,178.85	\$ 2.06	\$ 1,674.78
90	External Male Freedom Cath-Small	EA	335	\$ 1.45	\$ 485.75	\$ 2.06	\$ 690.10
91	Foley Insertion Tray	EA	880	\$ 2.50	\$ 2,200.00	\$ 4.38	\$ 3,854.40
92	Tru Close Gravity Drainage Bag 600 ML	EA	4	\$ 1.65	\$ 6.60	\$ 26.79	\$ 107.16
93	Urinary 18" Extension Drain Tubing	EA	11	\$ 1.00	\$ 11.00	\$ 4.53	\$ 49.83
94	Urinary Cath Leg Strap-Posey	EA	158	\$ 3.50	\$ 553.00	\$ 5.45	\$ 861.10
95	Urinary Cath-Secure Anchor Device	BX	10	NO BID		\$ 3.10	\$ 31.00



THE COUNTY OF DUPAGE
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 OSTOMY, TRACHEOSTOMY, UROLOGICAL, ENTERAL SUPPLIES
 SERVICES AND ENTERAL FEEDING FORMULAS 26-026-DCC
 BID TABULATION



NO.	ITEM	UOM	QTY	Professional Medical & Surgical Supply, Inc.		MAR-J Medical Supply, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
96	Urinary Drain Bag Antirflx 2,000 ML	EA	1,528	\$ 2.50	\$ 3,820.00	\$ 3.98	\$ 6,081.44
97	Urinary Leg Bag 600 ML	EA	15	\$ 1.65	\$ 24.75	\$ 1.98	\$ 29.70
98	Urinary Leg / Abdomen Bag 1,000 ML	EA	4	\$ 1.65	\$ 6.60	NO BID	
99	Ensure Clear Apple 24 x 8 OZ	CS	72	\$ 28.91	\$ 2,081.52	\$ 49.91	\$ 3,593.52
100	Ensure Clear Mixed Berry 24 x 8 OZ	CS	180	\$ 28.91	\$ 5,203.80	\$ 49.91	\$ 8,983.80
101	Glucerna Shake w/Carb Steady Vanilla 24 x 8 OZ	CS	144	\$ 63.95	\$ 9,208.80	\$ 52.98	\$ 7,629.12
102	Glucerna 1.0 Packed 8 x 1,000 ML RTH Bottles	CS	25	\$ 57.25	\$ 1,431.25	NO BID	
103	Glucerna 1.2 Packed 8 x 1,000 ML RTH Bottles	CS	10	\$ 59.80	\$ 598.00	\$ 118.19	\$ 1,181.90
104	Glucerna 1.5 Packed 8 x 1,000 ML RTH Bottles	CS	10	\$ 80.00	\$ 800.00	\$ 138.64	\$ 1,386.40
105	Jevity 1.0 Cal Packed 8 x 1,000 ML RTH Bottles	CS	10	\$ 33.75	\$ 337.50	NO BID	
106	Jevity 1.2 Cal Packed 8 x 1,000 ML RTH Bottles	CS	120	\$ 33.75	\$ 4,050.00	\$ 71.05	\$ 8,526.00
107	Jevity 1.5 Cal Packed 8 x 1,000 ML RTH Bottles	CS	64	\$ 38.75	\$ 2,480.00	\$ 76.95	\$ 4,924.80
108	Nepro w/Carb Steady Vanilla 24 x 8 OZ	CS	24	\$ 61.22	\$ 1,469.28	\$ 98.45	\$ 2,362.80
109	Promote Packed 8 x 1,000 ML Bottles	CS	5	\$ 52.50	\$ 262.50	NO BID	
110	Pulmocare Packed 8 x 1,000 ML RTH Bottles	CS	1	\$ 45.00	\$ 45.00	NO BID	
111	TwoCal HN Packed 8 x 1,000 ML RTH Bottles	CS	12	\$ 65.00	\$ 780.00	\$ 84.32	\$ 1,011.84
112	Osmolite 1.0 Packed 8 x 1,000 ML RTH Bottles	CS	1	\$ 57.50	\$ 57.50	NO BID	
113	Osmolite 1.2 Packed 8 x 1,000 ML RTH Bottles	CS	4	\$ 57.50	\$ 230.00	\$ 64.85	\$ 259.40
114	Osmolite 1.5 packed 8 x 1,000 ML RTH Bottles	CS	2	\$ 60.00	\$ 120.00	\$ 63.18	\$ 126.36



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 OSTOMY, TRACHEOSTOMY, UROLOGICAL, ENTERAL SUPPLIES
 SERVICES AND ENTERAL FEEDING FORMULAS 26-026-DCC
 BID TABULATION

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NO.	ITEM	UOM	QTY	Professional Medical & Surgical Supply, Inc.		MAR-J Medical Supply, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
115	Nutren 2.0 packed 6 x 1,000 ML RTH Bags	CS	12	\$ 60.82	\$ 729.84	\$ 63.18	\$ 758.16
116	Kate Farms 1.4 packed 12 x 11 OZ	CS	4	\$ 78.36	\$ 313.44	\$ 52.41	\$ 209.64
GRAND TOTAL				\$ 72,481.89			\$ 87,455.99

NOTES

1. MAR-J Medical Supply, Inc. Bid Tabulation was adjusted to correct for submission errors:
 - No. 36, when multiplied, ($\$50.02 \times 2 = \100.04), resulted in an increase of \$11.12.
 - No. 77, when multiplied, ($\$3.99 \times 48 = \191.52), resulted in an increase of \$167.58.
 - No. 114, when multiplied, ($\$63.18 \times 2 = \126.36), resulted in a decrease of (\$10.70).
 - GRAND TOTAL was corrected from \$87,461.39 to \$87,455.99.
2. Professional Medical & Surgical Supply, Inc. Bid Tabulation was adjusted to correct for submission errors:
 - No. 15, when multiplied, ($\$2.36 \times 1 = \2.36), resulted in a decrease of (\$0.004).
 - No. 16, when multiplied, ($\$2.10 \times 1 = \2.10), resulted in an increase of \$0.001.
 - No. 18, when multiplied, ($\$2.10 \times 1 = \2.10), resulted in an increase of \$0.001.
 - No. 25, when multiplied, ($\$1.17 \times 5 = \5.85), resulted in an increase of \$0.02.
 - No. 64, when multiplied, ($\$2.17 \times 30 = \65.10), resulted in an increase of \$0.10.
 - No. 82, when multiplied, ($\$0.78 \times 540 = \421.20), resulted in a decrease of (\$1.80).
 - GRAND TOTAL was corrected from \$72,483.61 to \$72,481.89.

Bid Opening 5/27/2026 @ 2:30 PM	HK, SP
Invitations Sent	32
Total Vendors Requesting Documents	2
Total Bid Responses	2

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-026-DCC
COMPANY NAME:	Professional Medical & Surgical Supply, Inc,
CONTACT PERSON:	Alan Ferry
CONTACT EMAIL:	alanf@promedsupply.com

Section II: Pricing

Quantities listed are estimates and are intended for canvassing purposes only. For items without a listed MANUFACTURER or ITEM ID, bidders shall furnish this information. All goods shall be shipped F.O.B. Destination.

NO.	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 1 – ENTERAL SUPPLIES							
1	Adapter for Spike Set 774655 (600-VED001)	Vesco	ENT-CED-12163246	EA	180	\$ 0.30	\$ 54.00
2	Feeding Bag Container E-Pump 30/CS (150-773656)	Kendall	ENT-KEN-73656	CS	2	\$ 115.00	\$ 230.00
3	Feeding Bag Container E-Pump (150-773656-EA)	Kendall	ENT-KEN-773656	EA	91	\$ 3.83	\$ 348.53
4	G-Tube 14FR w/5cc Balloon (500-GT14)	Novartis	ENT-NES-087414	EA	26	\$ 23.50	\$ 611.00
5	G-Tube 16FR w/15cc Balloon (500-GT16)	Novartis	ENT-NES-087416	EA	3	\$ 23.50	\$ 70.50
6	G-Tube 18FR w/15cc Balloon (500-GT18)	Novartis	ENT-NES-087418	EA	4	\$ 23.50	\$ 94.00
7	G-Tube 22FR w/15cc Balloon (500-GT22)	Novartis	ENT-NES-087422	EA	4	\$ 23.50	\$ 94.00

NO.	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
8	Kangaroo safety screw pouch (150-775659t-ea)	Cardinal	775659	BX	3	\$ 106.20	\$ 318.60
9	Spike Set for E-Pump (150-775659t-ea)	Kendall	ENT-KEN-774655	EA	2,195	\$ 3.54	\$ 7,770.30
10	Spike Set for E-Pump (150-775659t-ea)	Kendall	ENT-KEN-775659	EA	750	\$ 3.54	\$ 2,655.00
11	Syringe, 60cc Catheter Tip Piston (500-560141)	Amsino	ENT-PRO-PC700	EA	4,310	\$ 0.60	\$ 2,586.00
12	Tube Anchor Device (HOL9780-EA)	Hollister	ENT-HOL-9780	EA	7	\$ 7.10	\$ 49.70
SECTION 1 – SUBTOTAL							\$ 14,881.63
SECTION 2 – OSTOMY SUPPLIES							
13	Adapt Barrier Rings 13/16" 20 MM 10/BX (HOL7805)	Hollister	OST-HOL-7805	BX	2	\$ 27.50	\$ 55.00
14	Coloplast Barrier 2 ¼ flg c/f xw (HOL14603)	Hollister	14603	EA	2	\$ 5.90	\$ 11.80
15	Convatec Barrier (CVT4131-61)	Convatec	413161	EA	1	\$ 2.364	\$ 2.364
16	Convatec Barrier (CVT1252-59)	Convatec	125259	EA	1	\$ 2.099	\$ 2.099
17	Convatec Pouch (CVT4019-34)	Convatec	401934	EA	2	\$ 1.27	\$ 2.54
18	Convatec Pouch (CVT1252-61)	Convatec	125261	EA	1	\$ 2.099	\$ 2.099
19	Eakin Cohesive Seal Small 2" (CVT8390-02)	Convatec	OST-CON-839002	EA	302	\$ 3.488	\$ 1,053.38
20	Hollister Drain/Tube Attachment Device (HOL9780-EA)	Hollister	9780	EA	1	\$ 7.10	\$ 7.10
21	Hollister Pouch (HOL8450)	Hollister	8450	EA	1	\$ 3.45	\$ 3.45
22	Hollister Pouch (HOL18113)	Hollister	18113	EA	2	\$ 1.75	\$ 3.50
23	Hollister Pouch (HOL18013)	Hollister	18013	EA	1	\$ 5.50	\$ 5.50
24	Ostomy Pouch, 1-1/2" 1 PC Closed w/Filter	Convatec	OST-CON-175771	BX	3	\$ NO BID	\$ NO BID
25	Ostomy Clamp-Repl (CVT1756-35)	Convatec	OST-CON-175635	EA	5	\$ 1.174	\$ 5.87

NO.	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
26	Paste Skin Barrier Tube (HOL79300)	Hollister	OST-HOL-79300	EA	4	\$6.22	\$24.88
27	Pouch 1" Urostomy Convex Barrier (HOL8484)	Hollister	OST-HOL-8484	BX	1	\$23.50	\$23.50
28	Pouch, 2-1/4" Drainable 10/BX (CVT4015-13)	Convatec	OST-CON-401513	BX	1	\$12.16	\$12.16
29	Pouch, 2-3/4" Drainable w/Filter (HOL3804)	Hollister	OST-HOL-3804	BX	3	\$50.74	\$152.22
30	Pouch, 2-3/4" Closed End w/Filter (CVT4015-28)	Convatec	OST-CON-401528	BX	20	\$75.00	\$1,500.00
31	Pouch, 2-3/4" Surfite Natura 60/Box (CVT4131-76)	Convatec	OST-CON-413176	BX	2	\$92.50	\$185.00
32	Pouch, 2-3/4" Urostomy w/Accuseal Tap w/Valve (CVT4015-46)	Convatec	OST-CON-401546	BX	17	\$18.15	\$308.55
33	Pouch, 2-3/8" Esteem Synergy 60/Box (CVT4092-84)	Convatec	OST-CON-409284	BX	1	\$56.43	\$56.43
34	Pouch, Drainable 3/4" - 2-1/4" 10/BX (CVT0227-71)	Convatec	OST-CON-022771	BX	46	\$24.43	\$1,123.78
35	Pouch, Drainable 7/8 w/Convex Barrier (HOL8511)	Hollister	OST-HOL-8511	BX	3	\$20.95	\$62.85
36	Pouch, Drainable Mini Pouch, EX Wear Cut To Fit (HOL8631)	Hollister	OST-HOL-8631	BX	2	\$19.75	\$39.50
37	Pouch, 2 3/4" Drainable New Image 2 PC Beige 10/BX (HOL18104)	Hollister	OST-HOL-18104	BX	2	\$15.75	\$31.50
38	Powder, Stomahesive Protective Powder 1 OZ (CVT0255-10)	Convatec	OST-CON-025510	BTL	1	\$4.39	\$4.39
39	Wafer 2-3/4" FlexWEar (HOL3724)	Hollister	OST-HOL-3724	BX	47	\$35.00	\$1,645.00
40	Wafer 2-3/4" Stomahesive Skin Barrier (CVT4015-77)	Convatec	OST-CON-401577	BX	15	\$16.26	\$243.90
41	Wafer, 2-1/4" Durahesive Flexible Skin Barrier (CVT4118-04)	Convatec	OST-CON-411804	BX	3	\$22.45	\$67.35
42	Wafer 2-3/4" Durahesive Flexible Skin Barrier (CVT4131-63)	Convatec	OST-CON-413163	BX	2	\$23.64	\$47.28
43	Wafer 2-3/4" Stomahesive Skin Barrier (CVT1252-66)	Convatec	OST-CON-125266	BX	6	\$20.99	\$125.94

NO.	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
44	Wafer 2-3/8" Esteem Synergy 10/BX (CVT4054-58)	Convatec	OST-CON-405458	BX	1	\$ 21.81	\$ 21.81
45	Wafer Esteem 1PC – Stomahesive 3/8" – 4" (CVT4169-08)	Convatec	OST-CON-416908	BX	15	\$38.06	\$570.90
46	Wound Fistula Pouch 4" x 3" 5/PKG	Convatec	SUP-CON-839221	PKG	3	\$ NO BID	\$ NO BID
SECTION 2 – SUBTOTAL							7,401.64
SECTION 3 – TRACHEOSTOMY SUPPLIES							
47	Convatec Esteem Synergy	Convatec	409284	EA	1	\$ NO BID	\$ NO BID
48	Shiley 15 MM Cap (109-CAP)	Shiley		EA	2	\$ 6.95	\$ 13.90
49	Trach Clean & Care Tray-AirLife (600-TKIT-2C)	Amsino	TRA-CRF-3T4691	EA	2,840	\$2.00	\$5,680.00
50	Trach Tube Cuff 4DCT (109-4DCT)	Shiley	Shiley 4DCT	EA	5	\$ 22.50	\$ 112.50
51	Trach Tube Shiley 4DCFS (109-4DCFS)	Shiley	TRA-SHI-4DCFS	EA	5	\$56.00	\$ 280.00
52	Trach Tube Shiley 4 CFN (109-4CFN)	Shiley	TRA-SHI-4CFN	EA	15	\$29.50	\$ 442.50
53	Trach Tube Shiley 6 CFN (109-6CFN)	Shiley	TRA-SHI-6CFN	EA	2	\$ 22.50	\$ 45.00
54	Trach Tube Size 6		502060	EA	5	\$ NO BID	\$ NO BID
55	Trach Tube Size 7		503070	EA	1	\$ NO BID	\$ NO BID
56	Trach/Laryn Tube 8 Non-Cuffed (109-8CFS)	Shiley	TRA-SHI-8CFS	EA	4	\$ 68.50	\$ 274.00
57	Trach/Laryn Tube Non-Cuffed (109-4CFS)	Shiley	TRA-SHI-4CFS	EA	13	\$68.50	\$890.50
58	Trach/Laryn Tube Non-Cuffed (109-6CFS)	Shiley	TRA-SHI-6CFS	EA	11	\$68.50	\$753.50
59	Tracheostomy Disposable Inner Cannula (109-4DIC)	Shiley	TRA-SHI-4DIC	BX	10	\$3.25	\$32.50

NO.	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 3 – SUBTOTAL							8,524.40
SECTION 4 – UROLOGICAL SUPPLIES							
60	Cath Silicone 16fr 5cc Closed System Tray	Bardia	URO-BAR-802016	EA	21	\$ NO BID	\$ NO BID
61	Catheter Foley 16 Fr 10cc Latex Free (500-FC1605S)	Amsino	URO-MDL- DYND11502	EA	41	\$ 3.00	\$ 123.00
62	Catheter Foley 18 Fr 30cc Latex Free (500-FC1830S)	Amsino	URO-RUS- 170630180	EA	9	\$ 3.00	\$ 27.00
63	Catheter, External Self Adhering LF 25 MM Small (500-EC10)	Bard	URO-RCH-33101	EA	120	\$ 3.00	\$ 360.00
64	Catheter-Coude Tip-Latex Free Urethral 16 Fr (028-816)	Mentor	URO-COL-816	EA	30	\$ 2.167	\$ 65.00
65	Catheter-Coude Tip-Latex Urethral 16 Fr (BU010116)	Bardia	URO-BAR-010116	EA	39	\$ 5.20	\$ 202.80
66	Catheter-Foley 14fr 30cc (500-FC1430)	Kendall	URO-KEN-624149	EA	10	\$ 0.82	\$ 8.20
67	Catheter-Foley 14fr 5cc (500-FC1405)	Kendall	URO-KEN-3558	EA	18	\$ 0.82	\$ 14.76
68	Catheter-Foley 16fr 30cc (500-FC1630)	Kendall	URO-KEN-3601	EA	3	\$ 0.82	\$ 2.46
69	Catheter-Foley 16 fr 5cc (500-FC1605)	Kendall	URO-KEN-3560	EA	192	\$ 0.82	\$ 157.44
70	Catheter-Foley 18fr 30cc (500-FC1830)	Kendall	URO-KEN-3607	EA	15	\$ 0.82	\$ 12.30
71	Catheter-Foley 18fr 5cc (500-FC1805)	Kendall	URO-KEN-3563	EA	91	\$ 0.82	\$ 74.62
72	Catheter-Foley 20fr 30cc (500-FC2030)	Kendall	URO-KEN-3611	EA	60	\$ 0.82	\$ 49.20
73	Catheter-Foley 20fr 5cc (500-FC2005)	Kendall	URO-KEN-3565	EA	57	\$ 0.82	\$ 46.74
74	Catheter-Foley 22fr 30cc (500-FC2230)	Kendall	URO-KEN-3614	EA	71	\$ 0.82	\$ 58.22

NO.	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
75	Catheter-Foley 22fr 5cc (500-FC2205)	Kendall	URO-KEN-3567	EA	68	\$ 0.82	\$ 55.76
76	Catheter-Foley 24fr 30cc (500-FC2430)	Kendall	URO-KEN-3618	EA	14	\$ 0.82	\$ 11.48
77	Catheter-Foley 24fr 5cc (500-FC2405)	Kendall	URO-KEN-3570	EA	48	\$ 0.82	\$ 39.36
78	Catheter-Foley 26fr 30cc (500-FC2630)	Kendall	URO-KEN-3619	EA	6	\$ 0.82	\$ 4.92
79	Catheter-Foley 26fr 5cc (500-FC2605)	Kendall	URO-KEN-3573	EA	7	\$ 0.82	\$ 5.74
80	Catheter-Foley 28fr 30cc (500-FC2830)	Kendall	URO-KEN-3623	EA	8	\$ 0.82	\$ 6.56
81	Catheter-Foley 18fr 5cc Latex Free (500-FC1805S)		URO-MDL-DYND11503	EA	10	\$ 3.00	\$ 30.00
82	Cath-Straight Tip 14fr 16" Intm Silicone (028-414)		URO-COL-414	EA	540	\$.78333	\$ 423.00
83	Coude Tip Urinary Catheter 14fr (500-UC14C)		URO-MDL-DYND11214	EA	5	\$ 0.90	\$ 4.50
84	Coude Tip Urinary Catheter 16fr (500-UC16C)		URO-MDL-DYND11216H	EA	35	\$ 0.90	\$ 31.50
85	Coude Tip Urinary Catheter 18fr (500-UC18C)		URO-MDL-DYND11218H	EA	26	\$ 0.90	\$ 23.40
86	External Male Freedom Cath-Large (028-8400)		URO-COL-8400	EA	517	\$ 1.05	\$ 542.85
87	External Male Freedom Cath-Med (028-8205)		URO-COL-8205	EA	30	\$ 1.05	\$ 31.50
88	External Male Freedom Cath-Medium (028-6200)		URO-MEN-6200	EA	537	\$ 1.45	\$ 778.65
89	External Male Freedom Cath-Small (028-8200)		URO-COL-8200	EA	813	\$ 1.45	\$ 1,178.85
90	External Male Freedom Cath-Small (028-6130-EA)		URO-MEN-6130	EA	335	\$ 1.45	\$ 485.75
91	Foley Insertion Tray (500-CKIT)		URO-AMS-AS890	EA	880	\$ 2.50	\$ 2,200.00
92	Tru Close Gravity Drainage Bag 600 ML (500-LB20)		URO-URE-TC600L	EA	4	\$ 1.65	\$ 6.60
93	Urinary 18" Extension Drain Tubing (500-LBET-18)	Kendall	URO-KEN-731900	EA	11	\$ 1.00	\$ 11.00

NO.	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
94	Urinary Cath Leg Strap-Posey (HOL9343)	Posey	URO-POS-8143	EA	158	\$ 3.50	\$ 553.00
95	Urinary Cath-Secure Anchor Device		URO-MCI-5445-9	BX	10	\$ NO BID	\$ NO BID
96	Urinary Drain Bag Antirflx 2,000 ML (500-DBAG-2L)		URO-AMS-AS312	EA	1,528	\$ 2.50	\$ 3,820.00
97	Urinary Leg Bag 600 ML (500-LB20)		URO-AMS-AS306N	EA	15	\$ 1.65	\$ 24.75
98	Urinary Leg / Abdomen Bag 1,000 ML (500-LB30)		URO-MDI-87004	EA	4	\$ 1.65	\$ 6.60
SECTION 4 – SUBTOTAL							\$ 11,477.51
SECTION 5 – ENTERAL FEEDING FORMULAS							
99	Ensure Clear Apple 24 x 8 OZ (154-64903)	Abbott-Ross		CS	72	\$ 28.91	\$ 2,081.52
100	Ensure Clear Mixed Berry 24 x 8 OZ (154-64900)	Abbott-Ross		CS	180	\$ 28.91	\$ 5,203.80
101	Glucerna Shake w/Carb Steady Vanilla 24 x 8 OZ (154-57801)	Abbott-Ross		CS	144	\$ 63.95	\$ 9,208.80
102	Glucerna 1.0 Packed 8 x 1,000 ML RTH Bottles (154-62671)	Abbott-Ross		CS	25	\$ 57.25	\$ 1,431.25
103	Glucerna 1.2 Packed 8 x 1,000 ML RTH Bottles (154-62677)	Abbott-Ross		CS	10	\$ 59.80	\$ 598.00
104	Glucerna 1.5 Packed 8 x 1,000 ML RTH Bottles (154-62679)	Abbott-Ross		CS	10	\$ 80.00	\$ 800.00
105	Jevity 1.0 Cal Packed 8 x 1,000 ML RTH Bottles (154-62682)	Abbott-Ross		CS	10	\$ 33.75	\$ 337.50
106	Jevity 1.2 Cal Packed 8 x 1,000 ML RTH Bottles (154-62683)	Abbott-Ross		CS	120	\$ 33.75	\$ 4,050.00
107	Jevity 1.5 Cal Packed 8 x 1,000 ML RTH Bottles (154-62681)	Abbott-Ross		CS	64	\$ 38.75	\$ 2,480.00

NO.	ITEM	MANUFACTURER	ITEM ID	UOM	QTY	PRICE	EXTENDED PRICE
108	Nepro w/Carb Steady Vanilla 24 x 8 OZ (154-64803)	Abbott-Ross		CS	24	\$ 61.22	\$ 1,469.28
109	Promote Packed 8 x 1,000 ML Bottles (154-62701)	Abbott-Ross		CS	5	\$ 52.50	\$ 262.50
110	Pulmocare Packed 8 x 1,000 ML RTH Bottles (154-64811)	Abbott-Ross		CS	1	\$ 45.00	\$ 45.00
111	TwoCal HN Packed 8 x 1,000 ML RTH Bottles (154-68048)	Abbott-Ross		CS	12	\$ 65.00	\$ 780.00
112	Osmolite 1.0 Packed 8 x 1,000 ML RTH Bottles (154-62696)	Abbott-Ross		CS	1	\$ 57.50	\$ 57.50
113	Osmolite 1.2 Packed 8 x 1,000 ML RTH Bottles (154-62697)	Abbott-Ross		CS	4	\$ 57.50	\$ 230.00
114	Osmolite 1.5 packed 8 x 1,000 ML RTH Bottles (154-62699)	Abbott-Ross		CS	2	\$ 60.00	\$ 120.00
115	Nutren 2.0 packed 6 x 1,000 ML RTH Bags (159-44146)	Nestle		CS	12	\$ 60.82	\$ 729.84
116	Kate Farms 1.4 packed 12 x 11 OZ (808-2030027)	Kate Farms		CS	4	\$ 78.36	\$ 313.44
SECTION 5 – SUBTOTAL							30,198.43
GRAND TOTAL							\$ 72,483.61
GRAND TOTAL							
(In words) SEVENTY-TWO THOUSAND, FOUR HUNDRED EIGHTY-THREE DOLLARS AND SIXTY ONE CENTS							

Section III: Catalog Pricing


During the contract period, the County may order additional products not specified in the Bid Pricing Form. Bidder shall submit its catalog list and provide a percentage mark-up or discount for items that may be purchased under the contract.

NO.	ITEM	MARK-UP OR DISCOUNT
1	Enteral Supplies	20 %
2	Ostomy Supplies	20 %
3	Tracheostomy Supplies	20 %
4	Urological Supplies	20 %
5	Enteral Feeding Formulas	20 %

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: Alan Ferry

Signature: 

Title: COO

Date: 5/26/2026



DuPage County
 Finance Department
 Procurement Division
 421 North County Farm Road
 Room 3-400
 Wheaton, Illinois 60187-3978

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	26-026-DCC
COMPANY NAME:	Professional Medical &n Surgical Supply, Inc.
MAIN ADDRESS:	1917 Garnet Ct
CITY, STATE, ZIP CODE:	New Lenox, IL. 60451
TELEPHONE NO.:	800-648-5190
BID CONTACT PERSON:	Alan Ferry
CONTACT EMAIL:	alanf@promedsupply.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Professional Medical & Surgical Supply, Inc.	NAME:	Professional Medical & Surgical Supply, Inc.
CONTACT:	Alan Ferry	CONTACT:	Alan Ferry
ADDRESS:	1917 Garnet Ct	ADDRESS:	1917 Garnet Ct
CITY, ST., ZIP:	New Lenox, IL. 60451	CITY, ST., ZIP:	New Lenox, IL. 60451
PHONE NO.:	800-648-5190	PHONE NO.:	800-648-5190
EMAIL:	alanf@promedsupply.com	EMAIL:	alanf@promedsupply.com

Section III: Certification

The undersigned certifies that they are:

- The Owner or 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:

Terry Barnes	
(President or Partner)	(Vice-President or Partner)
(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. N/A, _____, 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 and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are 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 Chapter 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 they have examined and carefully prepared this bid and have 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 it 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 it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: Alan Ferry

Signature: _____

Title: COO

Date: 5/26/2026



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-026-DCC
COMPANY NAME:	Professional Medical & Surgical Supply, Inc,
CONTACT PERSON:	Alan Ferry
CONTACT EMAIL:	alanf@promedsupply.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

- Yes
- No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

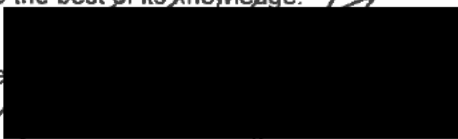
The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Alan Ferry

Signature: 

Title: COO

Date: 5/26/2026



Care Center Requisition \$30,000.01+

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: HS-P-0024-26

Agenda Date: 6/16/2026

Agenda #: 8.B.

AWARDING RESOLUTION ISSUED TO
KEURIG DR. PEPPER/THE AMERICAN BOTTLING COMPANY
TO PROVIDE BEVERAGES AND FOUNTAIN DRINKS
FOR THE DUPAGE CARE CENTER AND CAFÉS ON COUNTY CAMPUS
(CONTRACT TOTAL AMOUNT \$30,600.00)

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 Keurig Dr. Pepper/The American Bottling Company, to provide beverages and fountain drinks, for period of July 30, 2026 through July 29, 2027, for the DuPage Care Center and Cafés on County Campus .

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide beverages and fountain drinks, for the period of July 30, 2026 through July 29, 2027, for the DuPage Care Center and Cafés on County Campus, be, and it is hereby approved for issuance of a contract by the Procurement Division to Keurig Dr. Pepper/The American Bottling Company, 400 North Wolf Road, Suite A, Northlake, Illinois 60164, for a contract total amount not to exceed \$30,600.00, per lowest responsible bid #26-029-DCC.

Enacted and approved this 23rd day of June, 2026, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
 Procurement Services Division
 This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 26-1610	RFP, BID, QUOTE OR RENEWAL #: 26-029-DCC	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$30,600.00
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 06/17/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$122,400.00
	CURRENT TERM TOTAL COST: \$30,600.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Keurig Dr. Pepper/The American Bottling Company	VENDOR #: 29088	DEPT: DuPage Care Center	DEPT CONTACT NAME: Mario Plata
VENDOR CONTACT: Susan Milbratz	VENDOR CONTACT PHONE: 708-990-0492	DEPT CONTACT PHONE #: 630-784-4416	DEPT CONTACT EMAIL: mario.plata@dupagecounty.gov
VENDOR CONTACT EMAIL: susan.milbratz@kdrp.com	VENDOR WEBSITE:	DEPT REQ #: 7509	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to provide beverages & fountain drinks, for the DuPage Care Center and Cafes' on County Campus, for the period July 30, 2026 through July 29, 2027, for a contract total not to exceed \$30,600.00, per lowest bid #26-029-DCC.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To enhance menu variety with the County Cares as well as catering needs for scheduled various County meetings, seminars & gatherings.			

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: Keurig Dr. Pepper/The American Bottling Company	Vendor#: 29088	Dept: DuPage Care Center	Division: Dining Services
Attn: Susan Milbratz	Email: susan.milbratz@kdrp.com	Attn: Mario Plata	Email: Mario.plata@dupagecounty.gov
Address: 400 N. Wolf Road, Ste A	City: Northlake	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60164	State: IL	Zip: 60187
Phone: 708-990-0492	Fax:	Phone: 630-784-4416	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Keurig Dr. Pepper/The American Bottling Company	Vendor#:	Dept: DuPage Care Center	Division:
Attn: Accts Payables	Email: AP.invoicing@dpsg.com	Attn: Mario Plata	Email: Mario.plata@dupagecounty.gov
Address: 21431 Network Place	City: Chicago	Address: 400 N. County Farm Road	City: Wheaton
State: IL	Zip: 60673-1214	State: IL	Zip: 60187
Phone: 972-673-7000 #6	Fax:	Phone: 630-784-4416	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): July 30, 2026	Contract End Date (PO25): July 29, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Beverages & Fountain Drinks	FY26	1200	2025	52210		2,400.00	2,400.00
2	1	EA		Beverages & Fountain Drinks	FY26	1200	2100	52210		7,800.00	7,800.00
3	1	EA		Beverages & Fountain Drinks	FY27	1200	2025	52210		5,800.00	5,800.00
4	1	EA		Beverages & Fountain Drinks	FY27	1200	2100	52210		14,600.00	14,600.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 30,600.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Recommendation for the approval of a contract to provide beverages & fountain drinks, for the DuPage Care Center and Cafes' on County Campus, for the period July 30, 2026 through July 29, 2027, for a contract total not to exceed \$30,600.00, per lowest bid #26-029-DCC.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. June 16, 2026 Human Services Committee June 23, 2026 County Board Meeting
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
 BEVERAGES AND FOUNTAIN DRINKS 26-
 029-DCC
 BID TABULATION



				The American Bottling Company	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Soda - 20 oz. Bottle (Case of 24)	CS	1,990	\$ 22.00	\$ 43,780.00
2	Soda - 12 oz. Can (Case of 24)	CS	30	\$ 11.00	\$ 330.00
3a	Sport Drink - 20 oz. Bottle (Case of 24)	CS	360	NO BID	
3b	Sport Drink - 16 oz. Bottle (Case of 24)	CS	360	\$ 13.00	\$ 4,680.00
4	Water - 20 oz. Bottle (Case of 24)	CS	260	\$ 22.00	\$ 5,720.00
5	MIX BOX (BIB) 2.5 Gallon Standard	GAL	30	\$ 53.00	\$ 1,590.00
6	MIX BOX (BIB) 5 Gallon Standard	GAL	45	\$ 106.00	\$ 4,770.00
GRAND TOTAL					\$ 60,870.00

NOTES

Bid Opening 5/19/2026 @ 2:30 PM	HK, SP
Invitations Sent	14
Total Vendors Requesting Documents	3
Total Bid Responses	1

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-029-DCC
COMPANY NAME:	Keurig Dr Pepper
CONTACT PERSON:	Susan Milbratz
CONTACT EMAIL:	susan.milbratz@kdrp.com

Section II: Pricing

Quantities listed are estimates and are intended for canvassing purposes. All goods shall be shipped F.O.B. Destination.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Soda - 20 oz. Bottle (Case of 24)	CS	1,990	\$ 22.00	\$ 43,780
2	Soda - 12 oz. Can (Case of 24)	CS	30	\$ 11.00	\$ 330.00
3	Soda - 20 oz. Bottle (Case of 24) Snapple 16oz case of 12	CS	360	\$ 13.00	\$ 4680.00
4	Water - 20 oz. Bottle (Case of 24)	CS	260	\$ 22.00	\$ 5720.00
5	MIX BOX (BIB) 2.5 Gallon Standard	GAL	30	\$ 53.00	\$ 1590.00
6	MIX BOX (BIB) 5 Gallon Standard	GAL	45	\$ 106.00	\$ 4770.00
GRAND TOTAL					\$ 60,870.00
GRAND TOTAL					
(In words) Sixty thousand eight hundred and seventy dollars and no cents					

Keurig Dr Pepper will provide and annual 30 case donation (12oz cans) to be used as mutually agreed upon for special events

Section III: Catalog Pricing

Bidders shall submit a fixed percentage mark-up or discount for items not listed in the Pricing Form.

NO.	ITEM	MARK-UP OR DISCOUNT
1	Catalog Listing	%

***See attached complete product list and respective pricing

Section IV: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: Susan Milbratz Signature: Signature on File

Title: Business Development Representative Date: 05/15/26



DuPage County
 Finance Department
 Procurement Division
 421 North County Farm Road
 Room 3-400
 Wheaton, Illinois 60187-3978

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	26-029-DCC
COMPANY NAME:	Keurig Dr Pepper
MAIN ADDRESS:	400 N Railroad Ave - Suite A
CITY, STATE, ZIP CODE:	Northlake, IL 60164
TELEPHONE NO.:	708-990-0492
BID CONTACT PERSON:	Susan Milbratz
CONTACT EMAIL:	susan.milbratz@kdrp.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Keurig Dr Pepper	NAME:	The American Bottling Co DBA Keurig Dr Pepper
CONTACT:	Susan Milbratz	CONTACT:	Accounts Payable
ADDRESS:	400 N Wolf Rd - Suite A	ADDRESS:	21431 Network Place
CITY, ST., ZIP:	Northlake, IL 60174	CITY, ST., ZIP:	Chicago, IL 60673-1214
PHONE NO.:	708-990-0492	PHONE NO.:	972-673-7000 #6 ???
EMAIL:	susan.milbratz@kdrp.com	EMAIL:	AP,Invoicing@dpsg.com???



DuPage County
 Finance Department
 Procurement Division
 421 North County Farm Road
 Room 3-400
 Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-029-DCC
COMPANY NAME:	Keurig Dr Pepper
CONTACT PERSON:	James Hall-Supervisor-Immediate Consumptoin
CONTACT EMAIL:	james.hall2@kdrp.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

Yes

No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Signature on File

Printed Name: James Hall

Signature

Title: Supervisor, Immediate Consumption

Date:

James Hall
5/15/26



Change Order

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1739

Agenda Date: 6/16/2026

Agenda #: 16.B.

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

consent
HS 6/16
CB 6/23

Date: Jun 8, 2026

File ID #: 26-1739

Purchase Order #: 7938-0001 SERV	Original Purchase Order Date: Oct 8, 2025	Change Order #: 4	Department: DuPage Care Center
Vendor Name: United Staffing Network, Inc.		Vendor #: 37483	Dept. Contact: Jonathan Klimek
Action Requested and Reason for Change Order Request: Extend contract through November 30, 2026, to allow for intermittent pharmacy staffing shortages that could arise. No change to contract total amount.			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting Contract Value	\$14,999.00
B	Net \$ Change for Previous Change Order	\$25,000.00
C	Current Contract Amount (A + B)	\$39,999.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New Contract Amount (C + D)	\$39,999.00
F	Cumulative Change Order Amount (B + D)	\$25,000.00
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	166.68%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order
- Close Contract
- Contract Extension (≤59 Days)
- Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____
- Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract
- Increase Encumbrance and Close Contract
- Decrease Encumbrance
- Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From Jul 29, 2026 to Nov 30, 2026 Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above) Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.
extend contract through November 30, 2026.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.
quote


Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

- 1) Extend contract through 11/30/26 to allow for intermittent pharmacy staff shortages through the extension.
- 2) Do not extend contract through 11/30/26 to allow for intermittent pharmacy staff shortages through the extension, however without a part time pharmacist, the current staff would be unable to fill prescriptions, prepare I. V.'s and would be unable to meet the needs for in patient and out patient pharmacy needs in a timely manner.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

monies are still available on contract line

APPROVALS - Initials Only

CDK	4208	Jun 8, 2026	CDK	4208	Jun 8, 2026
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
					
Reviewed by Procurement Officer	Date		Completed by Buyer	Date	
	6/10/2026				



Authorization to Travel

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1753

Agenda Date: 6/16/2026

Agenda #: 9.A.



DuPage County Employee Overnight Business Travel Expense Reimbursement Request

This expense form is used to request advance approval for County reimbursement of **overnight travel expenses**. Advance approval is required for County reimbursement for all overnight travel whether in-state or out-of-state. After travel is completed, a separate Overnight Business Travel Report Form must be completed and submitted to receive reimbursement for travel expenses.

Elected Officials subject to 50 ILCS 150/15 should not use this Overnight Business Travel Request Form. Applicable form for Elected Officials subject to 50 ILCS 150/15.

Do not use this form for travel that does not include an overnight stay. Advance approval is not required for travel that does not include an overnight stay.

Written documentation is not required for approval prior to travel. However, complete itemized documentation is required for reimbursement after travel.

Please review the County's Business Travel Expense Policy before completing this form.

The County's Business Travel Expense Policy : Yes

Employee Name:]

Employee Email Address:] @dupagecounty.gov

Department: Community Services

Supervisor Email: Joan.Fox@dupagecounty.gov

Secondary Department Contact (Department Admin or Accounts Payable):

Karen.Graczyk@dupagecounty.gov

Description of the Requested Business Travel

Event or Conference Name: 2026 National Alliance to End Homelessness Conference

Event Location (City/State): Washington, DC

Description of conference, training or other events including County business purpose: 100% Grant Funded travel for Senior Housing and Community Development Planner to attend the 2026 National Alliance to End Homeless Conference to explore long term strategies and best practices for housing homeless youth, families, Veterans and those at risk of homelessness.

Start date of conference, training or other out of town event: 07-08-2026

End date of conference, training or other out of town event: 07-10-2026

Departure travel date: 07-07-2026

Return travel date: 07-10-2026

If travel dates extend before or after the dates related to the purpose of travel, explain why the additional travel days are necessary: Departing Tuesday 7/7/26; Conference begins at 8 am on 7/8/26.

Estimate of costs for the requested business travel

Budget Account Code: 500-1510

Registration fees for conference, training or event: \$985

Form of Payment: Employee reimbursement

Estimated transportation cost to and from location: \$686

Describe methods of transportation to and from location: Transportation to and from Midway airport to home \$96 Airfare to and from home Washington, DC \$530 Transportation to and from airport to Hilton DC \$60

Rental Vehicle request:

Provide estimated rental car cost: \$

Describe reason(s) for vehicle rental:

Business Travel Expense Policy - Supplemental Insurance:

Total Estimated Lodging Costs: \$1013

Description of lodging needs, including number of nights and cost per night: Conference discounted room rate of \$291 per night plus \$46.47 daily tax and fees for a total of \$1,012.41

Meal Per Diem Policy

See **Business Travel Expense Policy Section 6.0** regarding meal per diems. Individual meals, **including room service**, are not reimbursable and meal receipts are not required or accepted. Tips are included in the per diem and are not reimbursable. Per diems are paid at 100% of applicable GSA CONUS rates for non-travel days and at 75% of applicable GSA CONUS rates for the travel day at the beginning of the trip and the travel day for returning from the trip.

See the per diem rates.

Estimate Total Per Diem expenses: \$322

Estimate such additional expenses: \$0

Describe expected additional expenses:

Estimated total cost of the requested Overnight Business Travel: \$3006

Confirmation and Submission

By typing my name below, the employee submitting this request certifies that the information provided herein accurately describes the proposed business travel and the requested travel expenses are my best estimate of the costs and expenses related to that travel. I understand that this request requires advance approval by my Department Head and the Parent Committee Chair (if the total is not more than \$2,500) or the Parent Committee (if the total is more than \$2,500).

Employee Name:

Instructions for Immediate Supervisor other than Department Head

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please forward the form by email to the Department Head and indicate your approval.

Instructions for Department Head

Please review this Overnight Business Travel Request Form. If you approve the requested travel, please print this form, sign below, scan and email to the Chair of the relevant Parent Committee.

Instructions for Parent Committee Chair

Please review this Overnight Business Travel Request Form. If \$2,500 or less, and you approve the requested travel, please print this form, sign below, scan, and return via email to the Department Head. If more than \$2,500, place this item on the agenda of the relevant Parent Committee. After approval by the Parent Committee, please print this form, sign below, scan, and return via email to the Department Head.

REVIEWED BY AND DATE APPROVED:

Signature on File

Department Head: _____

Date: 6/4/26 _____

Committee Chair: _____

Date: _____

If the request is over \$2,500 the Committee Chair certifies that the travel was approved by a majority vote at a scheduled meeting of the Parent Committee

Committee Name: _____

Meeting Date: _____