

ATTACHMENT II

CFS 968-SUB

Rev. 3/2024

SUBCONTRACT/SUB-AWARD AGREEMENTSubcontractor/Sub-Recipient UEI # Subcontractor/Sub-Recipient FEIN or Taxpayer ID # Primary Vendor/Recipient DCFS Contract/Agreement#(s): 3871779026**A. TERM OF THE SUBCONTRACT/SUB-AWARD AGREEMENT**

This Agreement ("Subcontract" or "Sub-Award") shall be effective (date) 07/01/2025,
and shall expire on 06/30/2026. If subcontracting for a Multi-Year term, the end date of the
subcontract/sub-award must not be later than the end date of the Primary Vendor/Recipient contract.

B. PARTIES TO THE SUBCONTRACT/SUB-AWARD AGREEMENT

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

Children's Advocacy Centers of Illinois

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

(Subcontractor/Sub-Recipient): DuPage County with

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

referred to as "Subcontractor/Sub-Recipient."

C. SUBCONTRACT/SUB-AWARD PAYMENT

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

Contract/Agreement # 3871779026 is \$ 348,206.73 (Anticipated Annual Amount)

Contract/Agreement # is \$ (Anticipated Annual Amount)

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

Comprehensive services to child victims of sexual abuse, other types of maltreatment and childhood trauma. See

childhood trauma. Services include forensic interviews, case management, medical exam referrals, trauma focus

E. SERVICE LOCATIONS

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

422 North County Farm Road, Wheaton, IL 60187

NOTE

If the total annual value of any subcontract/sub-award is \$100,000 or greater, the subcontract/sub-award
must include the Financial Disclosures and Conflicts of Interest document for the Subcontractor/Sub-Recipient.

F. INVOICING AND PAYMENT

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

G. CONDITIONS FOR EARLY SUBCONTRACT/SUB-AWARD TERMINATION

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

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

See grant terms and conditions

H. SERVICE OUTCOMES

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

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

I. ADDITIONAL FEES

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

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

J. CONFIDENTIALITY

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

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

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

K. COMPLIANCE WITH DEPARTMENT RULES AND PROCEDURES

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

L. COMPLIANCE WITH LAWS

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

M. LIABILITY

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

N. AUDIT/RETENTION OF RECORDS

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

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

Vendor/Recipient Executive Director or Board Chairman

CACI

Name (please print)

Date

Subcontractor/Sub-Recipient Signature

Robert Berlin

Name (please print)

Date

TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

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

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

Name: DuPage County

Business Name: _____

Taxpayer Identification Number:

Social Security Number: _____ Or

Employer Identification Number:

Legal Status (check one):

- ☐ Individual
☐ Sole Proprietor
☐ Partnership or Legal Services Corporation
☐ Tax-exempt
 ☐ Charitable Organization
☐ Corporation providing or billing
 medical and/or health care services
☐ Corporation NOT providing or billing
 medical and/or health care services

- ☒ Governmental
☐ Nonresident alien
☐ Estate or trust
☐ Pharmacy (Non-Corp.)
☐ Pharmacy/Funeral Home/Cemetery (Corp.)
☐ Limited Liability Company
(select applicable tax classification)
☐ D = disregarded entity
☐ C = corporation
☐ P = partnership
☐ S = S corporation

Signature of Authorized Representative: _____

Printed Name: Robert Berlin Date: _____

SUBCONTRACTOR/SUB-RECIPIENT STANDARD CERTIFICATIONS

This section, in its entirety, applies to Subcontractors/Sub-Recipients used on this contract. Vendor shall include these Standard Certifications in any Subcontract/Sub-Award Agreement used in the performance of the contract using this Subcontract/Sub-Award and Subcontractor/Sub-Recipient Standard Certifications and if the annual value of any Subcontract/Sub-Award Agreement is more than \$100,000, then the Financial Disclosures and Conflicts of Interest Form CFS 968-D) must be completed and signed by the Subcontractor/Sub-Recipient.

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

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor/Recipient and Subcontractor/Sub-Recipient shall confirm compliance with this section in the manner and format determined by the Department by the date specified by the Department and in no event later than July 1 of each year that the Contract remains in effect. A contractor or subcontractor that makes a false statement material to the Standard Illinois Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim. 30 ILCS 500/50-2.

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

1. As part of each certification, Subcontractor/Sub-Recipient acknowledges and agrees that should Subcontractor/Sub-Recipient or its subcontractors/sub-grantee provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract/Agreement amount may be reduced,
 - the contract/Agreement may be void by operation of law,
 - the State may void the contract/Agreement, in whole or in part, and
 - the Vendor/Recipient and its subcontractors/sub-grantees may be subject to one or more of the following: suspension, debarment, denial of payment, civil and/or criminal prosecution, civil fine, or criminal penalty.

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

2. Subcontractor/Sub-Recipient certifies it and its employees, subcontractors and sub-recipients will comply

with Title VI and VII of the U.S. Civil Rights Act of 1964 (42 U.S.C. 2000d et seq. and 2000e et seq.); Section 503 and 504 of the Federal Rehabilitation Act (29 U.S.C. 793 and 794); the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.); applicable Department rules including Part 307, Indian Child Welfare Services which defines the special rights of American Indians; the U.S. Constitution; the 1970 Illinois Constitution; any state and federal laws, regulations or orders which prohibit discrimination in employment on the grounds of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service other than a dishonorable discharge and service delivery on the grounds of race, sex, color, religion, national origin or ancestry, limited English language proficiency, or by reason of any handicap, in performance of this contract/Agreement.

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

certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract/Agreement void if this certification is false. 30 ILCS 500/50-10.5.

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

19. Subcontractor/Sub-Recipient certifies that neither Subcontractor/Sub-Recipient nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
20. Subcontractor/Sub-Recipient certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
21. Subcontractor/Sub-Recipient certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
22. Subcontractor/Sub-Recipient certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
23. Subcontractor/Sub-Recipient certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
24. Subcontractor/Sub-Recipient certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
25. Subcontractor/Sub-Recipient certifies that it is not in violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, or any violation has been mitigated. 30 ILCS 500/50-14.5, 410 ILCS 45.
26. Subcontractor/Sub-Recipient warrants and certifies that it and, to the best of its knowledge, its subcontractors and sub-recipients have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Subcontractors/Sub-Recipients and subcontractors/sub-recipients from hiring the then- serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
27. Subcontractor/Sub-Recipient certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
28. Subcontractor/Sub-Recipient certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
29. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and

authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

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

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

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

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

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

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30. Subcontractor/Sub-Recipient certifies it complies with the Illinois Religious Freedom Protection and Civil Union Act and all State laws and rules applicable to civil unions and which prohibit discrimination, and will

provide persons entering into a civil union, the legal relationship between two persons of either the same or opposite sex established pursuant to the Illinois Religious Freedom Protection and Civil Union Act, with the same obligations, responsibilities, protections, and benefits afforded or recognized by the law of Illinois to spouses. 750 ILCS 75/1 et seq.

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

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

32. Subcontractor/Sub-Recipient further certifies:

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

33. By signing this Contract/Agreement and Disclosures if applicable, Subcontractor/Sub-Recipient certifies that all information in this Contract/Agreement is true and correct to the best of the Subcontractor/Sub-Recipient's knowledge, information, and belief; that the funds awarded as a result of this Contract/Agreement shall be used only for the specific purposes authorized in the approved

Contract/Agreement, Budget, and Program Plan/Scope of Services and that the award of said funds is conditioned upon such certification.

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

County of DuPage

Signature

Printed Name Robert Berlin

Title DuPage County State's Attorney Date

Address 503 N. County Farm Road

Wheaton, IL 60187

Telephone (630) 407-8000 Email Address robert.berlin@dupagecounty.gov