



DU PAGE COUNTY

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

Judicial and Public Safety Committee

Final Regular Meeting Agenda

Tuesday, September 19, 2023

8:00 AM

County Board Room

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR EVANS

5. APPROVAL OF MINUTES

5.A. [23-3053](#)

Judicial and Public Safety Committee - Regular Meeting - Tuesday, September 5, 2023.

6. PROCUREMENT REQUISITIONS

6.A. [JPS-P-0064-23](#)

Recommendation for the approval of a contract purchase order to Second Chance Cardiac Solutions, for the purchase of AEDs and supporting supplies and services for the County campus, for the period of September 27, 2023 through September 26, 2026, for a contract total amount not to exceed \$96,811.80; per CMS contract #21-416CMS-BOSS4-P-28118. (Office of Homeland Security and Emergency Management/Campus Security)

7. RESOLUTIONS

7.A. [FI-R-0216-23](#)

Acceptance and appropriation of the National Forensic Science Improvement Program Grant PY22 Inter-Governmental Agreement No. 722503, Company 5000, Accounting Unit 4520, \$178,733. (Sheriff's Office)

7.B. [FI-R-0217-23](#)

Acceptance and appropriation of the Tobacco Enforcement Program Grant PY24 Inter-Governmental Agreement No. 43CCZ03636, Company 5000, Accounting Unit 4495, \$6,993. (Sheriff's Office)

8. BUDGET TRANSFERS**8.A. [23-2899](#)**

Transfer of funds from account no. 1000-1180-53828 (contingencies) to account nos. 1000-1130-52000 (furniture/machinery/equipment small value), 1000-1130-52320 (medical/dental/lab supplies) and 1000-1130-53370 (repair and maintenance other equipment) in the amount of \$96,812 needed to purchase 56 new AED machines, AED ProTracker and universal electrodes to replace AED machines with a current expiration date of 12/01/2023. (Office of Homeland Security and Emergency Management/Campus Security)

8.B. [23-3054](#)

Transfer of funds from account no. 1000-6500-50099 (New Program Requests-Personnel) to account no. 1000-6500-50000 (Regular Salaries) in the amount of \$799,500 needed to pay for Economic Impact Adjustments for Assistant State's Attorneys which were previously approved by the County Board. (State's Attorney's Office)

9. GRANTS**9.A. [23-3055](#)**

GPN 052-23: Emergency Management Performance Grant FFY 2023 - Illinois Emergency Management Agency - U.S. Department of Homeland Security - \$495,605.55. (Office of Homeland Security and Emergency Management)

- 10. OLD BUSINESS**
- 11. NEW BUSINESS**
- 12. ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 23-3053

Agenda Date: 9/19/2023

Agenda #: 5.A.



DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

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

Tuesday, September 5, 2023

8:00 AM

County Board Room

1. CALL TO ORDER

8:00 AM meeting was called to order by Chair Lucy Evans at 8:04 AM

2. ROLL CALL

Other Board members present:

Member Paula Garcia and Member Sheila Rutledge

Staff present:

Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (Assistant State's Attorney), Jason Blumenthal (Policy and Program Manager), Evan Shields (Public Information Officer), Jeff Martynowicz (Chief Financial Officer), Nick Etminan (Procurement), Nick Alfonso (Assistant State's Attorney) and from the Sheriff's Office: Dan Bilodeau (Deputy Chief), John Putnam (Commander), Andrew Barnish (Sergeant), Timothy Jasper (Sergeant), James Conway (Detective Sergeant) and Nicole Zbilski (Administrative Assistant).

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

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIR REMARKS - CHAIR EVANS

Chair Evans began by stating she hoped that everyone had a nice Labor Day weekend. She then voiced her support for a couple of items appearing on today's agenda. She indicated that she has had conversations with the stakeholders and feels comfortable with approving the purchase of both the tablets for the patrol vehicles as well as the HDU Response Vehicle for the Sheriff's Office. Chair Evans asked the Committee for their vote in support of both the purchase requisition and the budget transfer for each of these items.

5. APPROVAL OF MINUTES

5.A. [23-2896](#)

Judicial and Public Safety Committee - Regular Meeting - Tuesday, August 15, 2023 at 8:00 AM.

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

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Liz Chaplin

5.B. [23-2897](#)

Judicial and Public Safety Committee - Special Call Meeting - Tuesday, August 15, 2023 at 1:00 PM.

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

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Patty Gustin

6. **PROCUREMENT REQUISITIONS**

6.A. [JPS-P-0061-23](#)

Recommendation for the approval of a contract purchase order to Public Safety Direct, Inc., for upfitting and repairs of Sheriff's Office vehicles and monthly maintenance, for the period of October 30, 2023 through October 29, 2024, for a contract total amount not to exceed \$522,215; per RFP #23-055-SHF. (Sheriff's Office)

Member Ozog inquired if this is a typical monthly maintenance contract and if it includes the installation of the new tablets. Deputy Chief Dan Bilodeau responded that this is simply their annual contract, however, the price has increased. He also indicated that the installation of the docking stations for the tablets is a part of this contract. Member Zay questioned why two years worth of vehicles have arrived unannounced. Deputy Chief Bilodeau stated that he and his staff were taken by surprise that the vehicles were ready to be delivered as it was their understanding they were not yet available. Further, Deputy Chief Bilodeau stated that the equipment that was ordered to upfit these vehicles is beginning to arrive. The vendor told them that as soon as all of the equipment has been delivered, they plan to complete the upfitting of two vehicles per week.

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Patty Gustin

6.B. [JPS-P-0062-23](#)

Recommendation for the approval of a contract to LDV, Inc., for the purchase of a HDU Response Vehicle, for the Sheriff's Office, to provide such vehicle for safe, effective and

efficient on-scene operational needs to mitigate any potential hazardous or explosive devices, for a contract not to exceed \$838,020. Per GSA contract #47QMCA21D000F. (Sheriff's Office)

Members Ozog, Yoo, Gustin, Chaplin, Schwarze, Tornatore, Zay and Krajewski brought forth questions and comments pertaining to the request to purchase the HDU Response Vehicle. Topics included the use of the vehicle to assist other counties, operational needs, vehicle cost and specifications, the type and number of calls the vehicle will respond to, the necessity of replacing the aging and failing vehicles currently in use and mutual aid between DuPage County and the surrounding agencies. Several members stressed their support of the purchase of this HDU Response Vehicle to not only assist the law enforcement staff using it, but also to ensure the safety of the residents of DuPage County.

The motion was approved on a roll call vote.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Jim Zay
AYES:	Chaplin, Childress, Eckhoff, Evans, Gustin, Krajewski, Ozog, Schwarze, Tornatore, and Zay
NAY:	Yoo
ABSENT:	DeSart

6.C. [JPS-P-0063-23](#)

Recommendation for the approval for a contract purchase order to Insight Public Sector, Inc., for the purchase of tablets for patrol vehicles, for the Sheriff's Office, for a contract total amount not to exceed \$602,805; per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act", Omnia Partners #4400006644. (Sheriff's Office)

Member Chaplin inquired what the future plans are when the new laptops need to be replaced. Deputy Chief Bilodeau responded that in three to four years, they intend to update half of the laptops at one time, followed by replacing the other half so that the upgrades do not happen all at the same time. Member Yoo agreed that it is best practice to stagger the replacement of the laptops when the time comes. Member Krajewski asked if there are plans to have digital blueprints of buildings, particularly schools, in DuPage County uploaded on the new laptops. Deputy Chief Bilodeau stated that discussions are ongoing regarding this. Member Krajewski asked Deputy Chief Bilodeau to update the Committee as the Sheriff's Office gets closer to implementing this, which he agreed to do.

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Patty Gustin

6.D. [TE-P-0063-23](#)

Recommendation for the approval of a contract purchase order to Carahsoft Technology Group, for the procurement of Zoom licensing for both the County and the Courts, for Information Technology. This contract covers the period of November 5, 2023 through November 4, 2026, with \$36,470.12 being paid for by the Circuit Court and \$41,574.18 being paid for by IT, for a contract total amount of \$78,044.30, per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" - GSA Schedule #47QSWA18D008F.

Member Zay inquired as to what percentage of court cases are still being conducted via Zoom. Policy and Program Manager Jason Blumenthal responded that he will confer with staff from the Circuit Court and provide him with an answer. Members Ozog, Eckhoff and Tornatore all brought forth comments regarding the pros and cons of the Zoom platform.

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

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

6.E. [23-2898](#)

Recommendation to enter into an Agreement between the 18th Judicial Circuit Court of the County of DuPage and Andrea Bennett, for a Statutory Agent who will provide investigative services to G.A.L. attorneys in juvenile neglect, abuse and dependent cases, for the period of October 1, 2023 through September 30, 2024, for a contract total amount not to exceed \$15,000. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (18th Judicial Circuit Court)

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

RESULT:	APPROVED
MOVER:	Grant Eckhoff
SECONDER:	Mary Ozog

6.F. [23-2920](#)

Approval of a contract purchase order issued to ViaPath Technologies, to provide communication services to the detainees in the DuPage County Correctional Center, for the period of October 20, 2023 through October 19, 2027, at no cost to the County; per RFP #23-064-SHF. (Sheriff's Office)

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

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Mary Ozog

7. RESOLUTIONS

7.A. [FI-R-0198-23](#)

Acceptance and appropriation of the Illinois State Opioid Response Criminal Justice Medication Assisted Treatment Integration Grant, Company 5000, Accounting Unit 4496, \$75,000. (Sheriff's Office)

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

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

7.B. [FI-R-0199-23](#)

Acceptance and appropriation of the Adult Redeploy Illinois Program Grant PY24 - Inter-governmental Agreement No. 192401, Company 5000, Accounting Unit 6192, \$450,515. (Probation and Court Services)

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

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Jim Zay

8. BUDGET TRANSFERS

8.A. [23-2900](#)

Transfer of funds from account no. 1000-1180-53828 (contingencies) to account nos. 1000-4400-52100 (IT equipment-small value), 1000-4400-54100 (IT equipment) and 1000-4400-54107 (software) in the amount of \$602,805 needed to replace failing patrol tablets that are no longer under warranty. The patrol tablets that deputies use daily for the CAD (Computer Aided Dispatch), RMS (Records Management System), FBR (Field

Base Report Writing System), Citations systems and much more are failing. The systems are out of warranty due to being 4+ years old. Along with the unstable systems, more than half of the tablets are not Windows 11 capable and cannot be upgraded. TPM 2.0 is required for Windows 11. Windows 10 is EOL (end of life) in 2025. (Sheriff's Office)

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

RESULT: APPROVED

MOVER: Yeena Yoo

SECONDER: Mary Ozog

8.B. [23-2901](#)

Transfer of funds from account no. 1000-1180-53828 (contingencies) to account no. 1000-1180-57060-0100 (transfer out county infrastructure) in the amount of \$838,020 needed to purchase a Mobile Response unit for the Sheriff's Office Hazardous Devices Unit to provide such vehicle for safe, secure, effective and efficient on-scene operational needs to mitigate any potential hazardous or explosive devices. This will also allow for safe and secure storage of all equipment. (Sheriff's Office)

The motion was approved on a roll call vote.

RESULT: APPROVED

MOVER: Mary Ozog

SECONDER: Yeena Yoo

AYES: Chaplin, Childress, Eckhoff, Evans, Gustin, Krajewski, Ozog, Schwarze, Tornatore, Zay, and Yoo

ABSENT: DeSart

9. **OLD BUSINESS**

No old business was offered.

10. **NEW BUSINESS**

No new business was offered.

11. **ADJOURNMENT**

With no further business, Member Tornatore moved, seconded by Member Zay to adjourn the meeting at 8:46 AM.



File #: JPS-P-0064-23

Agenda Date: 9/19/2023

Agenda #: 6.A.

AWARDING RESOLUTION
ISSUED TO SECOND CHANCE CARDIAC SOLUTIONS
FOR THE PURCHASE OF AEDs AND SUPPORTING SUPPLIES
AND SERVICES FOR THE COUNTY CAMPUS
(CONTRACT TOTAL AMOUNT \$96,811.80)

(Under the administrative direction of the
Office of Homeland Security and Emergency Management)

WHEREAS, the County of DuPage, by virtue of its power set forth in the Counties Code (50 ILCS 505/1), is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for the purchase of AEDs and supporting supplies and services for the County campus; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the CMS co-operative agreement, the County of DuPage will contract with Second Chance Cardiac Solutions; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Second Chance Cardiac Solutions for the purchase of AEDs and supporting supplies and services for the County campus, for the period of September 27, 2023 through September 26, 2026.

NOW, THEREFORE, BE IT RESOLVED, that County contract, covering said for the purchase of AEDs and supporting supplies and services for the County campus, for the period of September 27, 2023 through September 26, 2026, be, and it is hereby approved for the issuance of a contract by the Procurement Division to Second Chance Cardiac Solutions, P.O. Box 152, Yorkville, Illinois 60560, for a contract total amount not to exceed \$96,811.80, per contract pursuant to the CMS co-operative agreement.

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: JPS-P-0064-23	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 3 YRS + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$96,811.80
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 09/19/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$96,811.80
	CURRENT TERM TOTAL COST: \$96,811.80	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: SECOND CHANCE CARDIAC SOLUTIONS	VENDOR #: 31602	DEPT: OHSEM	DEPT CONTACT NAME: KEITH BRIGGS
VENDOR CONTACT: ELIZABETH HERIAUD	VENDOR CONTACT PHONE: 800-550-2337	DEPT CONTACT PHONE #: 630-407-5225	DEPT CONTACT EMAIL: Keith.Briggs@dupageco.org
VENDOR CONTACT EMAIL: SALES@SCCSOLUTIONS.NET	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Purchase of 56 AEDs and supporting supplies and services for the County campus via CMS contract (21-416CMS-BOSS4-P-28118)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Health and well being of the general public and County employees when they are on the County campus.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required. COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. CMS contract (21-416CMS-BOSS4-P-28118)
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). Recommendation to approve the contract will allow for the County Campus to have AEDs. Going out for bid would result in a higher cost. Take no action and risk the inability to properly respond to medical incidents on County Campus.

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: SECOND CHANCE CARDIAC SOLUTIONS	Vendor#: 31602	Dept: OHSEM	Division: SECURITY
Attn: ELIZABETH HERIAUD	Email: SALES@SCCSOLUTIONS.NET	Attn: KEITH BRIGGS	Email: Keith.Briggs@dupageco.org
Address: PO BOX 152	City: YORKVILLE	Address: 421 N. COUNTY FARM RD	City: WHEATON
State: IL	Zip: 60560	State: IL	Zip: 60187
Phone: 800-550-2337	Fax:	Phone: 630-407-5225	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME	Vendor#:	Dept: SAME	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 27, 2023	Contract End Date (PO25): Sep 26, 2026
Contract Administrator (PO25):			

Add Line		Purchase Requisition Line Details										
	LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
x	1	56	EA		AEDS	FY23	1000	1130	52000		1,693.75	94,850.00
x	2	5	EA		CPR UNI-PADZ	FY23	1000	1130	52320		173.40	867.00
x	3	56	EA		AED PRO TRACKER	FY23	1000	1130	53370		19.55	1,094.80
FY is required, assure the correct FY is selected.											Requisition Total	\$ 96,811.80

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Purchase of 56 AEDs and supporting supplies and services for the County campus via CMS contract (21-416CMS-BOSS4-P-28118)
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

STATE OF ILLINOIS CONTRACT

Central Management Services
JPMC Defibrillators AED
21-416CMS-BOSS4-P-28118

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No


1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

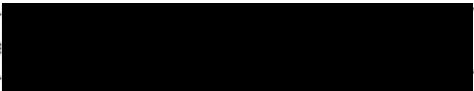
**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Defibrillators AED
21-416CMS-BOSS4-P-28118

VENDOR

Vendor Name: SECOND CHANCE CARDIAC SOLUTIONS, INC.	Address (City/State/Zip): 529 BUCKTHORNE CT. YORKVILLE, IL 60560
Signature: 	Phone: 630-888-0504
Printed Name: ELIZABETH J. HERIAUD	Fax: 630-892-7704
Title: PRESIDENT	Email: liz@sccsolutions.net
Date: 4/6/2021	9/1/2021

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 8/22/21
Printed Name:	
Official's Title: Janel L. Forde, Director by Krysti Rinaldi, Agency Purchasing Officer	
Legal Signature:	Date:
Legal Printed Name:	
Legal's Title:	
Fiscal Signature:	Date:
Fiscal's Printed Name:	
Fiscal's Title:	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 19-416CMS-BOSS4-R-12897
- Project Title: JPMC Defibrillators AED
- Contract #: 21-416CMS-BOSS4-P-28118
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 21-416CMS-BOSS4-B-19682
- BidBuy Publication Date: 02/26/2021
- Award Code: A
- Subcontractor Utilization? ☐ Yes ☒ No Subcontractor Disclosure? ☐ Yes ☒ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☒ Yes ☐ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for Automatic External Defibrillators (AED) on an as needed basis during the contract period.

1.2. This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units and Qualified Not-For-Profit Agencies as defined in Section 5 of this Contract.

1.3 SUPPLIES AND/OR SERVICES REQUIRED:

1.3.1 AED unit to have pediatric patient capability (not just pediatric pads).

1.3.2 AED unit to be FDA approved.

1.3.3 AED shall require an operator to push no more than two buttons including the ON/OFF button.

1.3.4 AED must have voice and visual prompts within 3 seconds of power.

1.3.5 AED must achieve full charge within 10 seconds of shock advised.

1.3.6 AED must analyze heart rhythm without requiring user analysis.

1.3.7 AED must permit modification of device settings to match the American Red Cross or American Heart Association (a nationally recognized organization).

1.3.8 AED shall automatically analyze patient ECG to determine if shock is required.

1.3.9 Unit to have biphasic shock delivery capability.

1.3.10 Minimum of two pairs of adult defibrillator pads included with each AED.

1.3.11 Adult defibrillator pads have a 2-year expiration date (minimum).

1.3.12 Minimum of two pairs of pediatric defibrillator pads designed for use in pediatric applications included with each AED (I.E. for children 1 to 8 years old or 55 pounds or less in weight).

1.3.13 Pediatric defibrillator pads have a 2-year expiration date (minimum).

1.3.14 Defibrillator pads be attached to the unit and ready for use.

1.3.15 Defibrillator pads shall be non-polarized and interchangeable.

1.3.16 A diagram must be available to insure proper defibrillator pad placement.

- 1.3.17 Defibrillator pads to fit within the chest area.
- 1.3.18 Defibrillator pad cable shall have a minimum length of 1.1 meter.
- 1.3.19 Waveform shall be biphasic.
- 1.3.20 Waveform shall actively compensate for patient's impedance level.
- 1.3.21 Waveform shall actively respond to patient's cellular response curve.
- 1.3.22 AED shall not shock patient inadvertently.
- 1.3.23 AED shall provide internal event documentation.
- 1.3.24 AED shall have capability of storing a minimum of 20 minutes of ECG and event recording without using audio.
- 1.3.25 AED shall permit information to be downloaded to a Windows based PC.
- 1.3.26 Each AED shall provide software and cables for data transfer and review.
- 1.3.27 Supporting software shall allow for replay of voice and ECG data.
- 1.3.28 Supporting software shall allow for faxing of files from one PC to another.
- 1.3.29 AED shall perform daily and weekly self-tests to test the battery, electrical circuitry and waveform delivery system and pad test.
- 1.3.30 AED shall perform monthly full load capacitor charge and discharge test to ensure device readiness.
- 1.3.31 AED shall warn user with audible and visual signals if the system fails any automated self-test and is not ready for use.
- 1.3.32 AED shall perform user initiated self-test when lid of device is opened.
- 1.3.33 After self-test, green ready status will indicate device is ready for use.
- 1.3.34 Battery insertion test upon battery insertion, automatic internal self-test for device readiness with visual or auditory status update.
- 1.3.35 Battery source (2 each) must be warranted to last a minimum of 4 years from time of installation in the AED.
- 1.3.36 AED shall not exceed maximum of 8 pounds including battery and electrodes.

- 1.3.37 AED shall have a carrying handle on the device.
- 1.3.38 AED shall be water and foreign object resistant to a minimum of IEC 529 IP24 Certification levels.
- 1.3.39 AED shall be capable of operating in temperatures ranging from +32 F to +122 F degrees and relative humidity ranging from 5% to 95%, non-condensing.
- 1.3.40 AED, without battery and electrodes, shall be able to withstand storage at temperatures ranging from -40 F to +149 F degrees.
- 1.3.41 AED shall meet or exceed IEC 60068-2-31:2008 free fall drop test, IEC 60068-2-27:2008 shock test, IEC 60068-2-27:2008 bump test, and IEC 60068-2-6:2007 vibration test.
- 1.3.42 AED shall meet or exceed CISPR 11 Group 1 Level B-IEC 801-3 Specifications.
- 1.3.43 Technical service shall provide a phone number for service calls 24 hours a day, 7 days a week by the manufacturer. Please complete with phone number. 1-800-348-9011
- 1.3.44 Technical service shall provide a loaner AED unit within 24 hours of being notified of a malfunctioning unit at no cost until the unit is replaced or repaired.
- 1.3.45 AED shall have a minimum 5-year warranty on parts and labor.
- 1.3.46 AED shall not require yearly service or calibration regardless of use.
- 1.3.47 Vendor must notify all purchasing locations of any voluntary or involuntary recall of purchased device(s) within 3 days. The State will not accept a device currently under FDA recall or DOJ consent decree.
- 1.3.48 Instructions for usage of the AED shall be in English and Spanish.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.4 MILESTONES AND DELIVERABLES:

The Vendor will report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Quantity, Unit of Measure, and Delivery Address.

The report will be sent to the following email address:
CMS.BOSS.Sourcing@illinois.gov.

1.5 VENDOR / STAFF SPECIFICATIONS: None

1.6 TRANSPORTATION AND DELIVERY:

- 1.6.1. Delivery will be made F.O.B. Destination to any location within the State of Illinois. The minimum order is \$500 for F.O.B. Destination. For any order less than the minimum of \$500, the additional freight charge will be added to the invoice as a separate line item and a copy of the freight bill will be submitted with the invoice for payment.
- 1.6.2. Deliveries made to State Agencies will be delivered between 9:00 AM and 3:00 PM (Monday through Friday), excluding State holidays, unless pre-approved by the ordering agency.
- 1.6.3. Deliveries made to non-State Agencies will be arranged between the ordering entity and the Vendor.

1.7 SUBCONTRACTING

Subcontractors are allowed.

- 1.7.1 Will subcontractors be utilized? ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- 1.7.2 Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.7.3 All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.7.4 If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.7.5 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.8 SUCCESSOR VENDOR

- ☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.9 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the

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Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: 529 BUCKTHORNE CT, YORKVILLE, IL
UNITED STATES

Value of services performed at this location: 100%

- Location where services will be performed: N/A

Value of services performed at this location: N/A

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Pricing as EACH for individual line items 1-5. Line item 6 shall be listed as a percentage discount off submitted price list.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: \$ 1, 682, 035.95

9/1/2021 2.5.2. Economic Adjustment:

2.5.2.1. The prices in this Contract must remain firm for the first year after the execution date of the Contract. Thereafter, one upward price adjustment may be applied no more frequently than once during any given twelve (12) month period.

2.5.2.2. All adjustment requests shall be made in writing. Vendor shall not be entitled to apply an upward price adjustment without first obtaining approval of such request from the Department of Central Management Services Bureau of Strategic Sourcing (BOSS).

2.5.2.3. In the event a downward adjustment is warranted, the State reserves the right to adjust once during any given twelve (12) month period for this decrease. It will be the responsibility of the vendor to notify BOSS of any such decrease.

2.5.2.4. Maximum allowable adjustments shall be governed by the U.S. Bureau of Labor Statistics Producer Price Index (PPI) item number:

334510334510 Electromedical Apparatus Manufacturing

The base PPI published index will be determined by the month of the bid opening date. If the bid opening date occurs in May, then the base PPI will be May's published index.

The published PPI Index at the time of requested adjustment will be determined by the month and day the adjustment was submitted to BOSS regardless of whether it is a preliminary or final index publication.

2.5.2.5. No further adjustments will be made once the maximum allowable adjustment has been calculated for the given 12 months.

The maximum allowable adjustment shall be calculated as follows:

$$\text{Maximum Allowable Price} = A / B * C$$

A = Bid Price

B = Base PPI index (defined by time of bid opening)

C = Published PPI index at time of requested adjustment

The U.S. Bureau of Labor Statistics web site can be located at [HTTP://WWW.BLS.GOV/PPI](http://www.bls.gov/ppi).

2.5.2.6. Should the referenced producer price index (PPI) become discontinued during the contract, it will be replaced by an appropriate alternative PPI chosen by CMS and all adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

2.5.2.7. Requested adjustments shall include the contract number, item number, line number, bid price and requested price adjustment.

2.5.2.8. In all cases, the contractor must file a claim in writing for such adjustment prior to the delivery of goods. In any event, the claim for such adjustment will not apply to release orders provided prior to the date the BOSS approved the economic adjustment request.

2.5.2.9. If the contractor has unresolved complaints filed against it for non-delivery of or poor-quality service, its request may be denied until such time as all past complaints are resolved to the satisfaction of the State.

2.5.2.10. Once approved, contract pricing will be adjusted without a formal amendment.

For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.5.3. **MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term of four (4) years commencing upon the last dated signature of the Parties.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

- 3.2 RENEWAL:** N/A

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

- 4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or

completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors 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 State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received

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in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount

required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
- 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

5.3. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.4. The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

5.5. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

5.6. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

5.7. Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

5.8. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

5.9. Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.10. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

Second Chance Cardiac Solutions, Inc.
PO Box 152
Yorkville, IL 60560
+1 8005502337
sales@sccsolutions.net



Quote

ADDRESS

DuPage County Security Division
421 N. County Farm Road
Wheaton, IL 60187

SHIP TO

DuPage County Security Division
Attn: Chief Briggs
421 N. County Farm Road
Wheaton, IL 60187

QUOTE #	DATE
23-008-1236-Q	08/07/2023

SHIP VIA

Best Way

ITEM	ACTIVITY	QTY	UNIT PRICE	TOTAL
	Illinois State AED and Supplies Contract - 21-416CMS-BOSS4-P28118 Illinois State AED Contract: 21-416CMS-BOSS4-P28118 All of the items below quoted at our Illinois State AED Contract price.	1	0.00	0.00T
	8511-001102-01 Zoll AED 3 Package Includes: WiFi enabled 8-year AED Warranty Color touchscreen LCD display Real CPR Help® CPR Uni-padz Lithium Battery Pack 3 - 5 Years Life	56	1,693.75	94,850.00T
	8900-000280-01 CPR Uni-padz™III Universal (Adult/Pediatric) electrodes (5 Shelf Life)	5	173.40	867.00T
	HSWPC38 WaterProof AED Case - Hard Sided For Vehicles up to 6 at NO CHARGE IP65 Rated- Watertight and Dust Proof Pick and Pluck Foam Insert for Impact absorbing protection Internal Dimensions: 14-15/16" x 10-9/16" x 6-11/16"	6	0.00	0.00T
	AEDSAReadyKit - SCCS Logo AED Ready Kit - includes pocket mask, gloves and other supplies for use during rescue	56	0.00	0.00T
	AED Inspection Tag AED Inspection Tag - Utilized to document AED inspections as recommended by the manufacturer with easy access QR Code.	56	0.00	0.00T
	AED Setup Initial setup of AED - will be Rescue-ready upon delivery	56	0.00	0.00T
	AED Loaner Program Loaner AED provided within 24 hours of AED being called in for a deployed or an AED that needs service.	1	0.00	0.00T
	AED In-Service Training AED In-Service Training: 30 minutes, demonstrate the AED and provide detailed maintenance information.	1	0.00	0.00
	AED ProTracker REQUIRED BY ILLINOIS STATE LAW - Physical Fitness Facility Medical Emergency Preparedness Act and the AED Act. http://www.idph.state.il.us/rulesregs/rules-indexbytopic.htm#FITNESS Online AED Program Management - 1 Year License 1. AED Equipment tracking & reporting through Wi-Fi 2. Pad and Battery expiration notices 3. Inspection reminders 4. Interactive reporting console Website: www.AEDProtracker.com Login: email address Password: aed123	56	19.55	1,094.80T
	Free Shipping Free shipping on orders over \$100	1	0.00	0.00T

To initiate order, please reply to the email with your authorization or issue a purchase order if required by your organization. Please contact us at 800-550-AEDS (2337) or email sales@sccsolutions.net for questions or quantity adjustments.

SUBTOTAL 96,811.80
TAX (0%) 0.00
TOTAL **\$96,811.80**



Required Vendor Ethics Disclosure Statement

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

Date: 8/28/2023

Bid/Contract/PO #: _____

Company Name: <u>Second Chance Cardiac Solutions</u>	Company Contact: <u>Elizabeth J. Heriaud</u>
Contact Phone: <u>630-888-6504</u>	Contact Email: <u>liz@scsolutions.net</u>

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

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

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

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

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

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

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x	<u>Bryan Heriaud</u>	<u>630-802-5214</u>	<u>bryan@scsolutions.net</u>

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

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

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

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

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

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

Authorized Signature Signature on file
 Printed Name Elizabeth J. Heriaud
 Title President
 Date 8/23/2023

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



Finance Resolution

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

File #: FI-R-0216-23

Agenda Date: 9/19/2023

Agenda #: 7.A.

ACCEPTANCE AND APPROPRIATION OF
THE NATIONAL FORENSIC SCIENCE IMPROVEMENT PROGRAM GRANT PY22
INTER-GOVERNMENTAL AGREEMENT NO. 722503
COMPANY 5000 - ACCOUNTING UNIT 4520
\$178,733

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

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office Crime Laboratory, has been notified by the Illinois Criminal Justice Information Authority that grant funds in the amount of \$178,733 (ONE HUNDRED SEVENTY-EIGHT THOUSAND, SEVEN HUNDRED THIRTY-THREE AND NO/100 DOLLARS) are available for the continuing implementation of the National Forensic Science Improvement Grant Program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 722503 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the grant agreement is from July 1, 2023 through June 30, 2024; and

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

WHEREAS, acceptance of this 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. 722503 (ATTACHMENT II) between DuPage County and the Illinois Criminal Justice Information Authority 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 \$178,733 (ONE HUNDRED SEVENTY-EIGHT THOUSAND, SEVEN HUNDRED THIRTY-THREE AND NO/100 DOLLARS) be made to establish the National Forensic Science Improvement Program Grant PY22, Company 5000 - Accounting Unit 4520, for the period July 1, 2023 through June 30, 2024; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff 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 Judicial and Public Safety Committee shall review the need for continuing the specified program and associated headcount; and

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

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH
THE NATIONAL FORENSIC SCIENCE IMPROVEMENT PROGRAM GRANT PY22
AGREEMENT NO. 722503
COMPANY 5000 – ACCOUNTING UNIT 4520
\$178,733

REVENUE

41000-0004 - Federal Operating Grant - DOJ	\$	<u>178,733</u>	
TOTAL ANTICIPATED REVENUE			\$ <u><u>178,733</u></u>

EXPENDITURES

COMMODITIES

52000-0000 - Furn/Mach/Equip Small Value	\$	34,568	
52100-0000 - I.T. Equipment-Small Value		<u>11,080</u>	
TOTAL COMMODITIES			\$ 45,648

CONTRACTUAL

53090-0000 - Other Professional Services	\$	5,300	
53510-0000 - Travel Expense		2,864	
53600-0000 - Dues & Memberships		1,800	
53610-0000 - Instruction & Schooling		<u>4,740</u>	
TOTAL CONTRACTUAL			\$ 14,704

CAPITAL

54110-0000 - Equipment And Machinery	\$	<u>118,381</u>	
TOTAL CAPITAL			\$ <u><u>118,381</u></u>

TOTAL ADDITIONAL APPROPRIATION			\$ <u><u>178,733</u></u>
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**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
COUNTY OF DUPAGE**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage County on behalf of the DuPage County Sheriff's Office (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 CRIMINAL JUSTICE INFORMATION AUTHORITY

COUNTY OF DUPAGE

By: _____
Delrice Adams, Executive Director
Date: _____

By: _____
Deborah Conroy, Chairman
Date: _____

By: _____
Jeff Martynowicz, CFO
Date: _____

DUPAGE COUNTY SHERIFF’S OFFICE

By: _____
James Mendrick, Sheriff
Date: _____

PART ONE – THE UNIFORM TERMS

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

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

1. 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;
2. 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;
3. amounts received for services rendered to an individual;
4. Cooperative Research and Development Agreements;
5. an agreement that provides only direct cash assistance to an individual;
6. a subsidy;
7. a loan;
8. a loan guarantee; or
9. 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.

AWARD INFORMATION

- Term. This Agreement is effective on **7/1/2023** and expires on **6/30/2024** (the Term), unless terminated pursuant to this Agreement.
- Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be **\$178,733** of which **\$178,733** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.
- 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 Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

1. Award Identification Numbers. The Federal Award Identification Number (FAIN) is 15PBJA-22-GG-01961-COVE, the federal awarding agency is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and the Federal Award date is September 27, 2022. The Catalog of Federal Domestic Assistance (CFDA) Name is Paul Coverdell Forensic Sciences Improvement Grant Program and Number is 16.742. The Catalog of State Financial Assistance (CSFA) Number is **546-00-1742** and the CSFA Name is **National Forensic Sciences Improvement Act (NFSIA)**. The State Award Identification Number is **1742-34676**.

GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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.

2. Tax Identification Certification. Grantee certifies that: **366006551** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that

Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

3. **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).
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.
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.

4.

PAYMENT REQUIREMENTS

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.
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.

3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE.
4. 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.
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.
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.
7. Interest.
 - (a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.
 - (b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).
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.

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

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

5.

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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).
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.
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).

6.

BUDGET

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.

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.
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).

7.

ALLOWABLE COSTS

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.
2. Indirect Cost Rate Submission.
 1. 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).
 1. Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.
 2. 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:
 1. Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
 2. Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
 3. Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
 4. Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.
 3. 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.

4. A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).
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.
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.
5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:
 - (a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.
 - (b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

1. 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.

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

3. 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.

4. If third party in-kind (non-cash) contributions are used for Award purposes, the

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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.

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

8. LOBBYING

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.
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.
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.
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.

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.
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.

9.

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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.
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.
3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

10.

FINANCIAL REPORTING REQUIREMENTS

1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.
2. Financial Close-out Report.
 1. 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).
 2. 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.
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.

11.

PERFORMANCE REPORTING REQUIREMENTS

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

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

12. AUDIT REQUIREMENTS

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.
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.
 1. 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.
 2. The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.
 3. The CYEFR must follow a format prescribed by Grantor.
3. Entities That Are Not "For-Profit".
 1. This Paragraph applies to Grantees that are not "for-profit" entities.
 2. Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee

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

3. Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:
 1. If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.
 2. If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
 3. 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.
 4. 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.
 5. 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.

4. "For-Profit" Entities.

1. This Paragraph applies to Grantees that are "for-profit" entities.
2. Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.
3. Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.
4. 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.
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.

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.

13.

TERMINATION; SUSPENSION; NON-COMPLIANCE

1. Termination.

1. Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.
2. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).
3. This Agreement may be terminated, in whole or in part, by Grantor:
 1. Pursuant to a funding failure under Paragraph 4.1;
 2. 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
 3. If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

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.
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.

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.
5. Effects of Suspension and Termination.
 1. 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.
 2. 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.
 3. 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:
 1. 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.
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).

14.

SUBCONTRACTS/SUBAWARDS

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

Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

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).

15.

NOTICE OF CHANGE

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).
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.
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.
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.

16.

STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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.

17.
CONFLICT OF INTEREST

1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.
2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.
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.

18.
EQUIPMENT OR PROPERTY

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.
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.
3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the

President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

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

19.

PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

20.

INSURANCE

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

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.

21.

LAWSUITS AND INDEMNIFICATION

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.
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.

22.

MISCELLANEOUS

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.
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.
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.

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.
5. **Severability.** If any provision of this Agreement is declared invalid, its other provisions will remain in effect.
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.
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.
8. **Compliance with Law.** This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.
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).
10. **Precedence.**
 1. 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.
 2. 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.
11. **Illinois Grant Funds Recovery Act.** In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.
12. **Headings.** Articles and other headings contained in this Agreement are for reference purposes only

and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.
14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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**EXHIBIT A
PROJECT DESCRIPTION**

The DuPage County Forensic Science Center (DPCFSC) is a department of the DuPage County Sheriff's Office. Established in 1971, the laboratory is located at 501 N. County Farm Road, Wheaton, IL 60187. The laboratory provides forensic analysis free of charge for any law enforcement agency (approximately 35 agencies) investigating crime in DuPage County, IL. The agencies provide law enforcement for the residents of DuPage County. The current services provided by the laboratory include drug analysis, latent prints, forensic biology and DNA. Staff testify when needed and the laboratory maintains accreditation to the industry recognized standards.

Assignment Type	Total # Assignments 2018	Total # Assignments 2019	Total # Assignments 2020	Total # Assignments 2021	Total # Assignments 2022
Cancelled	18	8	21	8	15
Drug Chemistry	1,123	1,027	1,067	1,152	1,104
CODIS	172	235	265	335	296
CODIS- Administrative	240	193	89	182	149
DNA	320	423	498	474	487
Forensic Biology	309	384	478	445	466
Latent Prints	96	227	353	227	233
Outsourced Firearms	9	2	DISCONTINUED 2019		
Proficiency Test	29	29	30	31	35
Supplemental	5	2	3	23	2
Trace	10	SERVICE DISCONTINUED 12/3/2018			
TOTAL:	2,331	2,530	2,804	2,877	2,787

Chart 1: Annual assignments generated at the DPCFSC. Source: DuPage County Forensic Science Center, LIMS, BEAST System

Provides a clear, concise summary of the proposal and states outcomes to be gained.

The laboratory seeks to improve quality and timeliness by seeking training, equipment, supplies and contractual purchases. Over 58% of the fundings' use is related to the testing of suspected opioid and synthetic drugs. Attendance at two in-person training events, each for one staff member, and one online training event for two staff members will provide continuing education in the areas of quality, management, drug analysis and auditing. By providing this continuing education the laboratory is seeking to strengthen staff members' knowledge and identify potential areas of improvement for laboratory operations before they become an issue and impact quality and timeliness of service.

Equipment purchases include replacing equipment nearing the end of life: a humidity chamber and cyanoacrylate fuming chamber for latent prints, and a UV-Visible (UV-VIS) Spectrophotometer, and a FT-IR Spectrometer (FTIR) for drug chemistry. Additionally, the purchase of four uninterruptable power supply (UPS) units for the four GCMS currently in use at the laboratory, to ensure continued operation and protection of the equipment in the event of a power outage.

The majority of supply purchases support the continued testing of suspected opioids and synthetic drugs: analytical

balances, a top-loading bulk sample balance with computer, updated lab workstation computers and peripherals, wall mounts for lab workstation monitors, large monitors for administrative work areas and various ASTM Class 0 certified weights. A UV LED light will be purchased for the latent print section to facilitate the examination of evidence for the presence of latent prints.

Contractual funding will be used to support the laboratory's quality assurance program with the purchase of 4 proficiency tests for drug chemistry and a minimum of 15 proficiency tests for drug chemistry, latent prints and/or forensic biology/DNA to demonstrate continued competency by staff. Additionally, to support continuing accreditation by funding the annual accreditation fee to the accrediting body, training and travel for one staff member to the American Society of Crime Laboratory Directors symposium, and for two staff members to attend one online training event. Lastly funding will be used for the registration and travel of one staff member to the drug analysis Agilent GCMS maintenance training event.

Accreditation Status

State appropriate accrediting body

The DuPage County Forensic Science Center is accredited by the ANSI National Accreditation Board (ANAB) to the ISO/IEC 17025:2017, ANAB 17025:2017 Forensic Science Testing and Calibration Laboratories Accreditation Requirements and the FBI Quality Assurance Standards for Forensic Testing Laboratories:2011. Our certificate number is FT-0241 and is valid to 2/28/2024. Our current certificate and scope of accreditation is located on the website: <http://search.anab.org> , and appended to this application.

Indicate scope of each accreditation

Discipline: Biology		
Component/Parameter	Item	Key Equipment/Technology
DNA Profile Determination	Short Tandem Repeat (STR) Y-Short Tandem Repeat (Y-STR)	Capillary Electrophoresis
Individual Characteristic Database	DNA Profile	National DNA Index System (NDIS)
Physical Comparison	DNA Profile	Probabilistic Genotyping Software
Qualitative Determination	Body Fluid	Chemical General Microscopy Immunoassay

Discipline: Friction Ridge		
Component/Parameter	Item	Key Equipment/Technology
Enhancement	Ridge Detail	Chemical Physical Software Program
Individual Characteristic Database	Ridge Detail	FBI Next Generation Identification system (NGI)
Physical Comparison	Ridge Detail	Software Program Visual

Discipline: Seized Drugs		
Component/Parameter	Item	Key Equipment/Technology
Qualitative Determination	Botanical Gas Liquid Solid	Chemical Gas Chromatography General Microscopy Infrared Spectroscopy Mass Spectrometry Thin-Layer Chromatography Ultraviolet Spectroscopy Visible Spectroscopy Visual
Weight Measurement	Botanical Liquid Solid	Balance

When published on a forensic service provider's Scope of Accreditation, ANAB has confirmed the competence required to develop and validate methods and perform on-going quality assurance for accredited activities. For a listed component/parameter, the forensic service provider may add or modify methods for activities without formal notice to ANAB for items and key equipment/technology listed. Contact the forensic service provider for information on the method utilized for accredited work.

DuPage County continues to be impacted by the opioid crisis. Between the years of 2015 and 2019, DuPage County experienced an 88% increase in deaths caused by opioid overdose from either heroin, fentanyl, a combination of the two drugs or an opioid prescription medication. Several agencies within DuPage County responded to the rising threat of opioid deaths. The DuPage County Health Department collaborated with the Coroner, Sheriff, State's Attorney, and Chiefs of Police to create the DuPage Narcan Program (now part of HOPEDuPage, <https://hopedupage.org/>) which put the life-saving opioid reversal drug, naloxone, into the hands of first responders. Despite these efforts, the use of opioids in the county remains high as seen in the consistently high number of opioid related deaths and opioid saves depicted in the below chart as reported in the 2020 DuPage Narcan Program Annual Report (Chart 2).

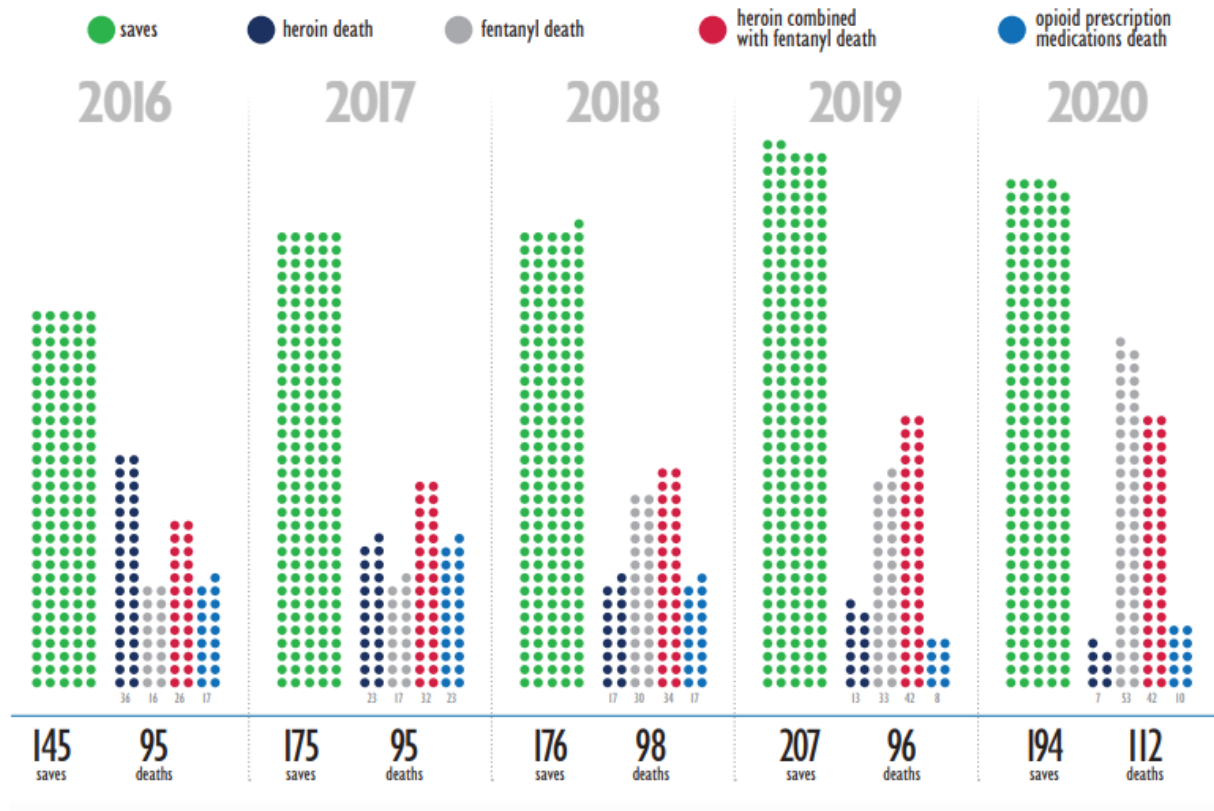


Chart 2: DuPage Opioid Reversal Statistics, from the 2020 DuPage Narcan Program Report
[2020 DNP ANNUAL REPORT FINAL 4-20-2021.pdf \(impactdupage.org\)](#)

The 2021 DNP Annual Report [2021 DNP Annual Report \(hopedupage.org\)](#) shows a slight decrease in opioid overdose deaths from 2020 to 2021 (Chart 3).

2021 NARCAN Uses and Saves		264 Uses	214 Saves
NARCAN Uses From Jan. 1, 2014 - Dec. 31, 2021 = 1534			
DuPage Overdose Death Statistics By Year			
Year	2020	2021	
Total Overdose Deaths	130	137	(+5%)
Total Opioid Deaths	112	102	(-9%)
Heroin Alone	5	1	
Heroin/Fentanyl Mixture	30	13	
Heroin/Fentanyl and Cocaine	14	17	
Fentanyl Alone	33	29	
Fentanyl and Cocaine	16	16	
Opioid Prescription Meds	9	11	
Cocaine Only	6	9	
Non-Opioid overdoses	18	26	

Chart 3: 2021 NARCAN Uses and Saves from the 2021 DuPage Narcan Program Report

[2021 DNP Annual Report \(hopedupage.org\)](https://hopedupage.org)

The Chemistry Section of the DuPage County Forensic Science Center (DCFSC) averages roughly 1,000 assignments a year which generates between 3,000 – 4,000 individual exhibits that are analyzed. The below chart depicts the trends in the number of exhibits tested and reported opioids (Chart 4). Each year, the DCFSC reported approximately a fifth of drug exhibits analyzed as containing an opioid. Typically, these samples are present in lower concentrations due to their potency and are more challenging to analyze. From 2021 to 2022 there was a slight decrease in the number of assignments generated (Chart 1), but an increase in the number of opioids identified.

<i>OPIOIDS IDENTIFIED</i>	2016	2017	2018	2019	2020	2021	2022
Heroin/Fentanyl Mixture	33	131	396	368	443	328	312
Heroin	1074	485	401	134	123	118	32
Fentanyl	16	8	54	106	156	82	221
Fluorofentanyl	0	0	0	0	0	9	39
Hydrocodone	4	0	33	29	21	24	17
Oxycodone	12	11	21	16	10	11	10
Morphine	13	0	4	5	1	1	2
Total # opioids ID'd	1,152	635	909	658	754	573	633
Total # exhibits tested	4172	2843	3561	3340	3603	2961	2948
% exhibits tested opioids	27.6	22.3	25.5	19.7	20.9	19.3	21.4

Chart 4: Total number of exhibits tested and number of exhibits of opioids. Source: DuPage County Forensic Science Center, LIMS, BEAST System

Strategies Being Implemented

The DuPage County Forensic Science Center (DCFSC) assisted with the County's response to the opioid crisis in numerous ways. The Chemistry Section, which analyzes seized drug evidence for the presence of cannabis and controlled substances, prioritized cases related to opioid buys and search warrants when typical officer field tests provided inconclusive results for low level drugs or mixtures. Prioritized cases also included instances when officer safety was a concern due to evidence being coated in powder or if the officer suspected personal exposure to an opioid. The laboratory's evidence acceptance policy for seized drug evidence requires there be a suspect in the case upon submission. Due to the rising number of opioid overdose deaths where a suspect may not yet be identified, the laboratory enacted an exception to the policy and began accepting the submission of one item for analysis to assist with investigations. In July 2018, the Chemistry Section and the Forensic Biology Section of the laboratory began to work closely together to collect DNA from evidence found with the victim in an effort to identify the person delivering the drugs. Through September 2019, the drug evidence obtained from nineteen different opioid related deaths had the packaging (i.e., plastic bag) swabbed for DNA and the contents analyzed for the presence of controlled substances. DNA results were eligible for upload into CODIS (Combined DNA Index System) for three of those cases, with one hitting to a convicted offender after entry. The controlled substance results in those cases are provided to the agency to facilitate testing at the coroner's office or provide probable cause for additional buys/search warrants.

The work product of the DCFSC assists the criminal justice system, in particular the DuPage County State's Attorney's Office (DC-SAO) which has taken an aggressive stance against opioid use in the county.

Drug mixtures are more complicated to analyze than pure samples. When a sample is pure, confirmatory results are easily obtained with the instruments available in the laboratory. With mixtures, a separation technique is applied to isolate each drug for identification. In the DCFSC, the primary instrument used for both separation of mixtures and ultimate confirmation of a drug's identity is the Gas Chromatograph/Mass Spectrometer (GCMS). With opioid casework trending towards more complex mixtures and mixtures of low concentration drugs, the laboratory relies heavily on the GCMS to meet testing requirements for identification.

Project Implementation

The DCFSC would use grant funds for the following opioid related activities:

- One staff member to attend training at a 'Agilent GCMS Maintenance' class (travel and registration).
- Equipment purchases of a UV-VIS Spectrophotometer, four UPS for our current GCMS and a FT-IR Spectrometer.
- Supply purchases of analytical balances, a top-loading bulk sample balance with computer, updated lab workstation computers and peripherals, wall mounts for lab workstation monitors, large monitors for administrative work areas and various ASTM Class O certified weights.
- a minimum of four drug chemistry proficiency tests.

The DCFSC would use grant funds for the following non-opioid related activities:

- One staff member to attend for training to the American Society of Crime Laboratory Directors meeting (travel and registration).
- a humidity chamber, cart, and accessories.
- a cyanoacrylate fuming chamber, cart, and accessories.
- a UV LED light for latent print visualization.
- annual accreditation fee.
- a minimum of 15 proficiency tests for staff.
- two registrations for one online class related to quality audit training.

The DCFSC follows the County of DuPage procurement process (updated for FY21). For goods and equipment up to \$14,999, the purchase can be approved by the department head. For purchases \$15,000 to \$29,999 the purchase has to be approved by the department head and county parent committee (judicial and public safety) with procurement or the department obtaining three quotes or submitting a decision memo. Purchases over \$30,000 require approval by the department head, county parent committee (judicial and public safety), county finance committee and county board. These purchases are competitive unless they meet sole source justification.

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**EXHIBIT B
DELIVERABLES OR MILESTONES**

<u>Task</u>	<u>Staff Position Responsible</u>	<u>Date Task will be Completed</u>
Purchase Chemistry equipment: UV-VIS, UPS & FTIR	Supervisor of Chemistry	Within 3 months grant active
Purchase Latent Print equipment: humidity chamber & cyanoacrylate fuming chamber	Technical Leader of Latent Prints	Within 3 months grant active
Purchase proficiency tests	Laboratory Director	February 1, 2024
Pay accreditation fee	Laboratory Director	February 1, 2024
Two staff members attend online audit class	Supervisor of Chemistry	June 2024
One staff member attend Agilent GCMS Maintenance class	Supervisor of Chemistry	April 2024
One staff member attend American Society of Crime Laboratory Directors symposium	Laboratory Director	June 2024
Purchase Latent Print supplies	Technical Leader of Latent Prints	June 2024
Purchase Chemistry supplies	Technical Leader of Latent Prints	June 2024
Submit quarterly data report to ICJIA	Laboratory Director	15 th of the month following the end of the quarter
Submit monthly fiscal reports to ICJIA	Laboratory Director	15 th of the month following the end of the month

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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: Kyle Schlegel
Title: Criminal Justice Specialist
Address: 60 East Van Buren, 6th Floor, Chicago, IL 60605

Phone: 312-793-8550
Fax#: 312 793 8422
E-mail: Kyle.Schlegel@Illinois.gov

GRANTEE CONTACT

Name: Claire Dragovich
Title: Laboratory Director
Address: 501 N. County Farm Road, Wheaton, IL 60187
Phone: 630.407.2156
Fax#: 630.407.2156
E-mail: Claire.dragovich@dupagesheriff.org

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: ATTN Geoff Kinczyk, Principal Account
DuPage County Finance Department
421 N. County Farm Road, Wheaton, IL 60187
Phone: 630-407-6182

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Kyle Schlegel
Title: Criminal Justice Specialist
Address: 60 East Van Buren, 6th Floor, Chicago, IL 60605
Phone: 312-793-8403
Fax#: 312 793 8422
E-mail: Kyle.Schlegel@Illinois.gov

GRANTEE CONTACT

Name: Claire Dragovich
Title: Laboratory Director
Address: 501 N. County Farm Road, Wheaton, IL 60187
Phone: 630.407.2156
Fax#: 630.407.2156
E-mail: Claire.dragovich@dupagesheriff.org

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**EXHIBIT D
PERFORMANCE MEASURES AND STANDARDS**

<i>Goal: To improve the quality and timeliness of forensic services and to reduce the number of backlogged cases in forensic laboratories.</i>	
<i>Objective</i>	<i>Performance Goal</i>
<i>Maintain or reduce the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency to 21 days or less on average to process a sample.</i>	➤ ____ Average number of days to process a sample at the beginning of the grant period
Reduction in the number of backlogged forensic cases to 100 or less	➤ ____ <i>Number of backlogged chemistry cases at the end of the grant period.</i>
Provide/attend 3 appropriate training or educational opportunities provided with FY 2022 Coverdell funds for forensic science or medical examiner/coroner	➤ ____ training opportunities for 4 forensic science personnel.
<i>Goal 2: To increase the number of individuals certified with Coverdell funding.</i>	
<i>Maintain percentage of certified individuals at: 11 analysts certified</i>	➤ 11 Number of certified analysts.

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EXHIBIT E

SPECIFIC CONDITIONS

1. 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.

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PART TWO –GRANTOR-SPECIFIC TERMS

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

1. Definitions

“Youth” means an individual under 18 years of age.

2. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

3. Commencement of Performance.

25.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

25.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.

25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

4. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.

5. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

1. Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. and
- ~~2.~~ Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15

March 31
June 30

April 15
July 15

3. Timekeeping.

28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

1. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
 3. be prepared at least monthly and coincide with one or more pay periods;
 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
 5. be supplemented with daily attendance timesheets.
2. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
 1. include an after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
 3. be supplemented with daily attendance timesheets.

28.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.

28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

28.4. Grantee shall submit a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.

1. Closeout requirements. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.
1. Failure to File in a Timely Fashion.

30.1. In order to preclude the possibility of lapsing of funding, Grantor requires the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

30.2. Failure to meet the reporting dates established for the particular reports shall result in the “freezing” of all funds, in addition to any other remedy stated in this Agreement. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that Grantee has with Grantor shall be frozen. Funds will be released following the completion of all the reporting requirements.

30.3 Failure to meet the reporting dates may also result in Grantee being placed on the Illinois Stop Payment List. Grantee will be removed from the Illinois Stop Payment List once past due reports are submitted to Grantor.

2. Procurement Requirements and Requests for Proposals.

31.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550) and 2 CFR 200.318 - 327.

31.2. If the Grantee’s established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor’s procurement process per 30 ILCS 500/20-20.

1. For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
2. For procurements over \$100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

31.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.

31.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

3. Subcontracting.

32.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

32.2. Grantee is required to submit a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, and Sole Source Justification form, if applicable, to Grantor for approval prior to hiring the contractor.

32.3. As required by Grantor, Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines.

32.4. Approval of the use of subcontractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

1. Subawards.

33.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

33.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.

33.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.

1. As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.

2. If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement. Grantee will ensure that all subawards comply with GATA prequalification requirements as identified in 44 Ill. Admin. Code 7000.70, including but not limited to Sam.gov registration.

3. Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.

4. Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.

5. Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.

6. Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.

7. Grantee will make fiscal and programmatic technical assistance available to all subawards.
8. All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.
9. Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.
10. Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.
1. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.
2. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs.
3. Copyrights and Patents.
 - 36.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - 36.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.
4. Management and Disposition of Equipment and Commodities.
 - 37.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.
 - 37.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property

management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

37.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

37.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;
- C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

5. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be retained by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

6. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements:

- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
- (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
- (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
- (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
- (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
- (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
- (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. 2 CFR 200.302.
- (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

1. Publications.

40.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

40.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

40.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

40.4. All publications shall supplement the language required by Part I, Article XIX with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

40.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

40.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

1. Reporting Grant Irregularities.

41.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

41.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.

41.3. Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.

41.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

41.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

41.5. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

41.6. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

2. Reporting Potential Fraud, Waste, or Similar Misconduct.

42.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

42.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

1. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

2. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no

employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

3. Safeguarding Constitutional Protections Related to Religion

46.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

46.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

4. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

1. In accepting this award, Grantee –

1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

2. If Grantee makes subawards or contracts under this award –

1. it represents that –
 1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
2. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
5. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.
6. Project Monitoring and Evaluation.
 - 48.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.
 - 48.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.
 - 48.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.
7. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.
8. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement 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.

9. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

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:

10. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

11. National Environmental Policy Act and Related Legislation.

53.1. Grantee agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

53.2. Environmental Assessment (EA): Grantee agrees and understands that funded activities (whether conducted by Grantee or subgrantees or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

53.3. Modifications: Throughout the term of this award, Grantee will notify Grantor and National Institute of Justice (NIJ), of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. Grantee will not implement a proposed change or new activity until NIJ, with the assistance of Grantee, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

53.4. Grantee acknowledges that this section applies to activities whether or not they are being specifically funded with federal grant funds, in connection with the program. As long as the new activity is being conducted by Grantee, or any subgrantee, subcontractor, or any third party, and the activity needs to be undertaken in order to use the federal grant funds in connection with the program, the terms of this section must be met.

53.5. None of the following activities shall be conducted with grant funds:

1. New construction.
2. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research or technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.
6. Any change(s) that is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities.
7. Any proposed new activities or changed circumstances that may require assessment as to environmental impact.
8. New activities that involve that may require assessment as to environmental impact, any construction, or any major renovation.

53.6. For existing and continuing programs or activities that will be funded with federal grant funds through Grantor, upon request by Grantor as directed by NIJ, Grantee shall cooperate with NIJ in any preparation by NIJ of a national or program environmental assessment of that funded program or activity.

53.7. Grantee agrees not to implement a proposed change or new activity until the NIJ, with assistance of Grantee, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity.

54. Equal Employment Opportunity Plan.

54.1. If Grantee has less than fifty employees, receives an award of less than \$25,000, is a nonprofit organization, is a medical institution, is an educational institution, or is an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete the DOJ OJP online EEO Reporting tool at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

54.2. If Grantee is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to submit a Utilization Report through the DOJ OJP online EEO Reporting tool. The Utilization Report does not have to be approved by the DOJ under this subsection. Grantee agrees to provide proof that a Utilization Report was filed within two years of the execution of this Agreement.

54.3. If Grantee is a government agency or private business, has received an award for \$500,000 or more, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it must to submit a Utilization Report for review and approval prior to the execution of this Agreement. The Utilization Report must be completed through the DOJ OJP online EEO Reporting Tool. If Grantee is required to submit a Utilization Report under this subsection, it must provide Grantor proof that the Utilization Report was approved by the OCR.

54.4. Grantee must provide proof that an EEO Certification was completed through the DOJ OJP online

EEO Reporting Tool within one year of the execution of this Agreement.

54.5 Grantee must provide proof that a Utilization Report was submitted under pursuant to subsection 2.2 or approved pursuant to subsection 2.3, as applicable, within two year of the execution of this Agreement.

54.6 Grantee acknowledges that failure to submit an acceptable EEO Certification or Utilization Report, if required by this section, is a violation of this Agreement and may result in suspension or termination of funding, until such time Grantee is in compliance.

55. Nondiscrimination.

55.1 Grantee certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. Grantee certifies that in complying with 34 USC 20110(e), as implemented by 28 CFR Part 42, it shall comply with such guidance as may be issued from time to time by the Office for Civil Rights within the Office of Justice Programs. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

55.2 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service. Grantee further certifies that it will not engage in any prohibited discrimination which may be in violation of Title VI of the Civil Rights Act of 1964, The Omnibus Crime Control and Safe Streets Act of 1968, The Violence Against Women Act of 1994, The Victims of Crime Act of 1984, The Juvenile Justice and Delinquency Prevention Act of 1974, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations, The Illinois Human Rights Act, The Public Works Employment Discrimination Act, The Illinois Environmental Barriers Act, and any other Federal, State, or local civil rights laws.

55.3 National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

55.4 Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

55.5 In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding. Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

- 55.6 Grantee and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 .F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
- 55.7 Grantee shall designate a Civil Rights Coordinator. The Civil Rights Coordinator need not be grant funded. Grantee shall promptly notify Grantor of any change regarding the designated Civil Rights Coordinator. The Civil Rights Coordinator shall be serve as the liaison for all civil rights related matters.
- 55.8 Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any complaints filed with Grantee of prohibited discrimination grant employees, beneficiaries or potential beneficiaries.
- 55.9 Grantee's designated Civil Rights Coordinator and any program staff and match volunteers who have direct contact with program beneficiaries shall complete annual civil rights training as required and approved by Grantor.
- 55.10 Grantee shall certify prior to grant execution that Grantee will comply with all Federal, State, and Grantor civil rights requirements.
- 55.11 Grantee shall fully participate in any investigation regarding allegation of prohibited discrimination by Grantee towards Grantee employees or Grantee beneficiaries.
- 55.12 Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor or the U.S. Department of Justice, Office for Civil Rights.
- 55.13. Grantee agrees to complete a Civil Rights Compliance Questionnaire as required by Grantor.
- 55.14. Grantee agrees to comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."
- 55.15. Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
- 55.16 Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
56. Certification Regarding Lobbying, Debarment, and a Drug-Free Workplace. Grantee shall complete and submit the Certification Regarding Lobbying; Debarment, Suspension and other responsibilities; and Drug-Free Workplace Requirements.
57. Lobbying Prohibition Certification. If a sub-contractor will receive more than \$100,000 in federal funds pursuant to this Agreement, Grantee will provide to Grantor a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the sub-contractor. Grantee must provide these certifications and disclosures as required by Grantor.

58. Illinois Law Enforcement Information Network. As applicable, Grantee shall comply with the Illinois Law Enforcement Information Network (ILEIN) by providing any information which ILEIN may require and with all the rules promulgated in relation thereto.
59. Statements and Press Releases. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program. Grantee shall submit to Grantor a copy of all grant-related press releases at least 20 working days prior to public release.
60. Disposition Reporting. Grantee certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with Grantor and other parties in the implementation of the State's Criminal Records Improvement Plan, developed Grantor pursuant to federal law.
61. Criminal Intelligence System Operating Policies. If the program described in this Agreement is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, Grantee certifies to Grantor that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, Grantee shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).
62. Use of Funds. Grantee certifies that it, and its sub-contractors, shall use federal funds for only allowable services, activities and costs, as described in the Agreement. Grantee certifies that only those costs listed in the Budget shall be paid pursuant to this agreement.
63. High-Risk Grantees.
- 63.1. Grantee agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.
- 63.2. If Grantee is designated "high risk" by a government agency, currently or at any time during the course of the period of performance under this award, Grantee must disclose that fact and certain related information to Grantor in writing. Grantee's disclosure must include the following: 1. The government agency that currently designates the recipient high risk, 2. the date Grantee was designated high risk, 3. the high-risk point of contact at that government awarding agency (name, phone number, and email address), and 4. the reasons for the high-risk status, as set out by the governmental awarding agency.
64. Text Messaging While Driving. Grantor encourages Grantee to adopt and enforce policies banning employees of Grantee or Program Agency and contractors or sub-contractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
65. Reporting Potential Fraud, Waste, or Similar Misconduct.

65.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, and the Department of

Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-contractor, sub-grantee, or other person (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

65.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor by mail at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
60 E. Van Buren Suite 650
Chicago, IL 60605

Phone: 312- 793-8550

65.3. Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or online at:

Office of the Inspector General
U.S. Department of Justice
Investigation Division
1425 New York Avenue, N.W. Suite 7100
Washington. D.C. 20530

Online: <https://oig.justice.gov/hotline/contact-grants.htm>
Phone: 1-800-869-4499 (English and Spanish) Fax: (202) 616-9881

Website: <https://oig.justice.gov/hotline>.

66. Conferences and Training Materials.

66.1. Grantee agrees that any training or training materials developed or delivered under this award shall adhere to the OJP Training Guiding Principles for Grantees and Sub-grantees available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

66.2. Grantee agrees to comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

66.3. Conferences are defined as meetings, retreats, seminars, symposiums, training, and other events. Information on pertinent laws, regulations, policies and guidance is available at available in the DOJ Grants Financial Guide (current edition).

67. **Duplicative Funding.** If Grantee currently has other active awards of federal funds, or if Grantee receives any other award of federal funds during the period of performance for this award, Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, Grantee must promptly notify Grantor in writing of the potential duplication, and, if so requested by Grantor, must seek a budget-modification or change-of-project-scope to eliminate any inappropriate duplication of funding.

68. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters.

68.1. Grantee or subrecipient ("subgrantee") or entity that receives a procurement contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

68.2. The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

68.3. In accepting this award, Grantee –

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

68.4. If Grantee makes sub-awards or contracts under this award --

a. it represents that –

(1) it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a sub-award, contract, or sub-contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any sub-recipient, contractor, or sub-contractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if

expressly authorized to do so by that agency.

69. Indirect Cost Rates. A recipient, including Grantee, sub-grantees, contractors, and subcontractors that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise Grantor in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

70. Data Collection. Grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

71. Generally Accepted Laboratory Practices. Grantee certifies that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

72. Serious Negligence or Misconduct.

72.1. External Investigations. Grantee shall ensure that requirements associated with 34 U.S.C. section 10562(4) (which relate to processes to conduct independent external investigations regarding allegations of serious negligence or misconduct substantially affecting the integrity of forensic results) are satisfied.

72.2. Grantee agrees to include as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of such referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral.

73. Federal Performance Measures.

73.1. Grantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

73.2. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this federal fiscal year 2016 award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period versus the average number of days to process a sample at the end of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the award; and (3) the number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with fiscal year 2016 Coverdell funds, if applicable to the award. Recipients are required to collect and report data relevant to these measures. Grantee agrees to submit a

final report, at the end of the award, documenting all relevant project activities and performance measures during the entire period of support under this award.

73.3. Grantee agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of support under this award. This report will include the following: (1) a summary and assessment of the program carried out, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner/coroner's office services); (2) the average number of days between submission of a sample to a forensic science laboratory or forensic science laboratory system and the delivery of test results to the requesting office or agency; and (3) an identification of the number and type of cases currently accepted by the forensic science laboratory or forensic science laboratory system. Grantee is required to collect data necessary for this report. This report is due no later than 60 days following the close of the award period or the expiration of any extension periods.

74. Grant Funds Restrictions. Grant funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities.

75. Restrictions on Lobbying.

75.1. In general, as a matter of federal law, federal funds awarded by OJP may not be used by Grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

75.2. Grantee, or any subrecipient at any tier, will not use grant funds to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

75.3. Should any question arise as to whether a particular use of Federal funds would or might fall within the scope of this prohibition, the recipient is to contact Grantor or OJP for guidance, and may not proceed without the express prior written approval of Grantor and OJP.

76. General Appropriations-Law Restrictions on the Use of Federal Funds.

76.1. Grantee and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here.

76.2. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact Grantor for guidance, and may not proceed without the express prior written approval of Grantor.

77. Protection from Reprisals.

77.1. Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

77.2. Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

77.3. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, Grantee is to contact Grantor.

78. Accreditation.

78.1. Grantee certifies that if it is accredited, will continue to demonstrate such accreditation and will provide acceptable documentation of accreditation, if requested by Grantor

78.2. Grantee certifies that if it is not accredited, it will use a portion of the award funds to prepare and apply for accreditation by not more than two years from the award date.

78.3. Grantee agrees to notify Grantor promptly upon any change in the accreditation status.

79. Remedies for non-compliance or for materially false statements.

79.1. Failure to comply with any one or more of these award requirements -- whether a condition set out in full above, a condition incorporated by reference, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") or Grantor taking appropriate action. Among other things, the OJP or Grantor may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, or Grantor also may take other legal action as appropriate.

79.2. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

80. Title 34. Any reference in this Agreement to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

81. Personally Identifiable Information (PII). Grantee must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a sub-grantee)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a "Federal

information system" (OMB Circular A-130). Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor or an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

82. Integrity and Performance Matters.

82.1. Grantee agrees to comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government.

82.2. Grantee acknowledges that under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

82.3. The details of Grantee's obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

83. Opioid-Related Expenses. Grantee agrees to (1) distinguish in its budget whether a line item expense is "opioid-related" or "non-opioid related", and (2) provide a statement (as described in the solicitation) regarding proposed use of funds to address challenges posed by the opioid abuse crisis, if requested by Grantor.

84. Employment Eligibility Verification for Hiring Under the Award.

84.1. Grantee (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, Grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with Grantee (or any subrecipient) who are or will be involved in activities under this award of both--

- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance

with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

84.2. Monitoring. Grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

84.3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

84.4. Rules of construction

A. Staff involved in the hiring process For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 33.4.B., shall be understood to relieve Grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

84.5. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-VerifyEmployerAgent@dhs.gov.

85. Specific Federal Authorization. Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

86. Unreasonable Restrictions on Competition.

86.1. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by Grantee or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

86.2. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

86.3. Monitoring. Grantee 's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

86.4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

86.5. Rules of construction.

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

87. Trafficking in Persons.

87.1. Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Grantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of Grantee or of any subrecipient.

87.2. The details of Grantee's obligations related to prohibited conduct related to trafficking in persons

are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

88. Determination of suitability to interact with participating minors.

88.1. Grantee, and any subrecipient ("subgrantee") at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

88.2 The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

89. Approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

89.1. Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

89.2 The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

90. Copyright; Data Rights.

90.1. Grantee acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

90.2 Grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

90.3 It is the responsibility of the grantee (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

90.4 Grantee has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a

proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

91. Fee Change Notice. Grantee understands and agrees that, throughout the award period, it must promptly notify BJA if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its method of allocating fees received for such services to program income. Notice must be provided in writing to the Grantor grant manager for the award within ten (10) business days of implementation of the change.

92. Justification of Consultant Rate. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

93. The grantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or any accompanying accessories to support UAS.

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Finance Resolution

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

File #: FI-R-0217-23

Agenda Date: 9/19/2023

Agenda #: 7.B.

ACCEPTANCE AND APPROPRIATION OF
THE TOBACCO ENFORCEMENT PROGRAM GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. 43CCZ03636
COMPANY 5000 - ACCOUNTING UNIT 4495
\$6,993

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

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by the Illinois Department of Human Services that grant funds in the amount of \$6,993 (SIX THOUSAND, NINE HUNDRED NINETY-THREE AND NO/100 DOLLARS) are available to conduct a Tobacco Enforcement Program; and

WHEREAS, to accept this grant award, the County of DuPage must enter into Inter-Governmental Agreement No. 43CCZ03636 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 term of the Inter-Governmental Agreement is from July 1, 2023 through June 30, 2024; and

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

WHEREAS, acceptance of this grant award 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. 43CCZ03636 (ATTACHMENT II) between DuPage County and the Illinois Department of Human Services be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$6,993 (SIX THOUSAND, NINE HUNDRED NINETY-THREE AND NO/100 DOLLARS) be made to establish the Tobacco Enforcement Program Grant PY24, Company 5000 - Accounting Unit 4495, for the period July 1, 2023 through June 30, 2024; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff's Office is authorized to sign the Inter-Governmental Agreement as an Authorized Representative; and

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

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

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE
TOBACCO ENFORCEMENT PROGRAM GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. 43CCZ03636
COMPANY 5000 – ACCOUNTING UNIT 4495
\$6,993

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 6,993

TOTAL ANTICIPATED REVENUE \$ 6,993

EXPENDITURES

PERSONNEL

50010-0000 - Overtime \$ 6,058
51010-0000 - Employer Share I.M.R.F. 472
51030-0000 - Employer Share Social Security 463

TOTAL PERSONNEL \$ 6,993

TOTAL ADDITIONAL APPROPRIATION \$ 6,993

GRANT AGREEMENT

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

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms**PART THREE – Project-Specific Terms**

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

DEPARTMENT OF HUMAN SERVICES

DUPAGE COUNTY DEPARTMENT OF

Grace B. Hou by
 April Connolly
 Digitally signed by Grace B. Hou
 by April Connolly
 Date: 2023.09.06 12:18:36 -05'00'

By: _____
 Signature of Grace B. Hou, Secretary

Date: 9/6/23

Designee Name: April Connolly

Designee Title: Contract Obligations Analyst

By: _____
 Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
 Second Grantor Approver

Signature on file

By: _____
 Signature of Authorized Representative

Date: 9/6/2023

Printed Name: Eduardo. Castillo

Printed Title: Lieutenant

E-mail: Eduardo.Castillo @
DuPageSheriff.org

FEIN: 366006551

By: _____
 Signature of Second Grantee Approver, if Applicable

Date: _____

Printed Name: _____

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

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PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1 **Term.** This Agreement shall be effective on Jul 1, 2023 and expires on Jun 30, 2024 (the TERM), unless terminated pursuant to this Agreement.

2.2 **Amount of Agreement.** Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be \$6,993.00, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

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

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

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

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

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

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

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

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

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

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and

subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

applicable.

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

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

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

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

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting

documentation are not available to support disbursement.

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

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

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

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to

specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as

required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

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

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

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

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

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

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by

imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

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

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

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a

subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

ARTICLE XVII CONFLICT OF INTEREST

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

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

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

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

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

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

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

ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

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

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

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules

which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A
PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: TOBACCO ENFORCEMENT PROGRAM
PURPOSE OF GRANT

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-26-1565
Appropriation FY: 2024
Appropriation Code: 0733.44426.4900.000000NE
WBS Element: 444DSUPR24-PROVPC22-SA11
Spomed. Prog: PROV
Appropriation Amount: \$6,993.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): Yes
Use by DHS as Matching Funds: No
Assistance Listing Program Number: 93.959
Assistance Listing Program Title: SABG
FAIN Number: B08TI084640 - FAIN Award Agency: DHHS
FAIN Award Date: Jul 1, 2022

The following information defines the scope of service for the Tobacco Enforcement Program (TEP) for compliance monitoring of tobacco retail establishments across Illinois to assure that Tobacco products are not sold to individuals under 21 as defined by state or local law. The TEP establishes a program of local compliance monitoring to be implemented by municipalities across Illinois. Applicants are to conduct three compliance checks by contracting with individuals under 21 who will attempt to purchase tobacco products through three supervised visits at tobacco retailers where individuals under 21 can legally enter. Tobacco retailers included in the unannounced compliance checks are to be provided with information on what constitutes illegal sales to individuals under 21 provided by the state. Three rounds of unannounced compliance checks during a specific period of all retailers by supervised minors of tobacco retailers within a municipality will complete the requirements of this program where minors can enter legally.

EXHIBIT A
PROJECT DESCRIPTION

"Tobacco product" means any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT B
DELIVERABLES

1. Assure that municipal personnel implementing the program are trained through an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class (to be offered by IDHS SUPR vendor) or have received prior approved training within the last five years. Documentation of prior training may be requested at any point during the contract year or if audited.
2. Hire and train local 16 year old through 20 year-old youth, based upon tobacco ordinance, in tobacco retailer compliance visit processes that assures safety first. Submit proof of age and the completed Minor Participation Packet for each minor to IDHS SUPR by January 10, 2024.
3. Submit completed Provider Performance Reports according to form instructions to IDHS SUPR each quarter by the 30th of the following month.
4. Provide tobacco retailers within municipality 2024 educational materials provided by IDHS SUPR regarding sales to minors. Submit grantee signed Tobacco Retailer Education Log to DHS October 31, 2023, and invoice for the total number of tobacco retailers educated to IDHS SUPR by November 20, 2023.
5. Conduct a round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by December 21, 2023. Respond to violations according to applicable state laws/regulations and local regulations.
6. Complete the Tobacco Enforcement Program Summary Report on first round of compliance checks. Submit form to IDHS SUPR by January 10, 2024.
7. Conduct a second round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by March 31, 2024. Respond to violations according to applicable state laws/regulations and local regulations.
8. Complete the Tobacco Enforcement Program Summary Report on the second round of compliance checks. Submit form to IDHS SUPR by April 10, 2024.
9. Conduct a third round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by May 20, 2024, Respond to violations according to applicable state laws/regulations and local regulations.
10. Complete the Tobacco Enforcement Program Summary Report on third round of compliance checks and submit invoice for the total number of tobacco retailers that received three rounds of compliance checks to IDHS SUPR by June 20th, 2024.

EXHIBIT B
DELIVERABLES

11. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit E, Grantee shall submit financial reports to Grantor pursuant to Paragraph 10.1 and reports must be submitted no later than 15 days after the month ends.

12. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 10.2 and no later than 30 days after this Agreement's end of the period of performance or termination.

13. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit E, Grantee shall submit Performance Reports to Grantor pursuant to Paragraph 11.1 and such reports must be submitted no later than 30 days after the quarter ends.

14. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 11.2 and no later than 30 days after this Agreement's end of the period of performance or termination.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

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: Rafael Rivera
 Title: Deputy Director Prevention
 Address: 401 S. Clinton
2nd Floor
Chicago, IL 60607-3800

GRANTEE CONTACT

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

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Rafael Rivera
 Title: Deputy Director Prevention
 Address: 401 S. Clinton
2nd Floor
Chicago, IL 60607-3800
 Phone: 312-793-1628
 TTY #: _____
 E-mail Address: rafael.rivera@illinois.gov

GRANTEE CONTACT

Name: Mary A. Keating
 Title: Director of Community Services
 Address: 421 N County Farm Rd
Wheaton, IL 60187-3978
 Phone: 630-407-6457
 TTY #: _____
 E-mail Address: mary.keating@dupageco.org

EXHIBIT D
PERFORMANCE MEASURES

- 1.All quarterly Provider Performance Reports are submitted as indicated.
- 2.All tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log submittal to DHS October 31, 2023, and invoice submitted by November 20, 2023. See Exhibit B #3, and #4.
- 3.First round of tobacco compliance checks completed by December 21, 2023.
- 4.First round Tobacco Enforcement Program Summary Report submitted by January 10, 2024.
- 5.Second round of tobacco compliance checks completed by March 31, 2024.
- 6.Second round Tobacco Enforcement Program Summary Report submitted by April 10, 2024.
- 7.Third round of tobacco compliance checks completed by May 20, 2024.
- 8.Third round Tobacco Enforcement Program Summary Report and invoice submitted by June 20th, 2024.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT D
PERFORMANCE STANDARDS

1.100% of quarterly Provider Performance Reports are submitted as indicated.

2.100% of tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log and invoice submitted by November 20, 2023. See Exhibit B #3, and #4.

3.At least 90% of first round tobacco compliance checks are completed by December 21, 2023.

4.100% first round Tobacco Enforcement Program Summary Report received by January 10, 2024.

5.At least 90% of second round tobacco compliance checks completed by March 31, 2024.

6.100% second round Tobacco Enforcement Program Summary Report and invoice received by April 10, 2024.

7.At least 90% of third round tobacco compliance checks completed by May 20, 2024.

8.100% third round Tobacco Enforcement Program Summary Report and invoice received by June 20, 2024.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT E
SPECIFIC CONDITIONS

N/A

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT F
PAYMENT

The Payment Method:

Grant Budget previously funded by Fixed Rates will now use the Uniform Grant Budget and enter the Services and Rates under the Grant Exclusive Line Items. The Personnel, Fringe, Occupancy, and other expenditure lines are to be left blank.

Uniform Grant Budget payments will be processed upon receipt of invoice using the Expenditure Payment Voucher (EPV) provided it is completed correctly without having to be returned. The payment method for this award is post services provision Uniform Grant Budget payments based upon accepted Tobacco Retailer Education Log, Tobacco Enforcement Program Summary Reports, and EPVs.

Rates to be utilized:

Invoice calculations will employ the posted rates for the services. Provider will deliver services in accordance to Exhibit B.

Description	Quantity	Basis	Cost	Length of Time (# of Retailors)	Grant Exclusive
Retailor Education	1	Rate	\$55.00	1	\$55.00
Compliance Check 11	Rate	\$36.00	1	\$36.00	
Compliance Check 21	Rate	\$36.00	1	\$36.00	
Compliance Check 31	Rate	\$36.01	1	\$36.00	
Record Maintenance	1	Rate	10%	1	\$16.30
State Total			\$180.00		

Amount Requested from the State must be a whole number (no pennies). State total in example reflects rounding up.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

PART TWO –GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII ADDITIONAL CERTIFICATIONS

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

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

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

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

ARTICLE XXIV ADDITIONAL TERMS

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

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

24.3 **Changes in Key Grant Personnel.** When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

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

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

24.6 Gifts. In addition to the Gift ban described in Paragraph 26.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

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

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

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 13.1, 13.2, 14.1 and 14.2 are specified in Exhibit B.

ARTICLE XXV MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to Article XII of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

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

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

ARTICLE XXVI WORK PRODUCT

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

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

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

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

ARTICLE XXVII POST-TERMINATION/NON-RENEWAL

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

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

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

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

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

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

ARTICLE XXVIII LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE

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

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

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

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

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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 C. 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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I. Introduction

This document is an attachment to the Illinois Department of Human, Services (IDHS) Division of Substance Use Prevention and Recovery's (SUPR) Uniform Grant Agreement (UGA). This attachment identifies additional contract rules and requirements that are not specified in the UGA but that apply to all funded organizations.

II. Applicable Laws, Rules and Regulations

Compliance is required with all applicable laws, rules, and regulations, and guidelines of state and federal government, including but not limited to:

A. Federal

Fee-for-Service (Medicaid) and Grant Funded

1. Program Fraud Civil Remedies Act (45 CFR, Part 79). Certification of compliance with the Program Fraud Civil Remedies Act.
2. Federal regulations regarding Diagnostic, Screening, Prevention, and Rehabilitation Services (Medicaid) (42 CFR 440.130).
3. Confidentiality of Substance Use Disorder Patient Records (42 CFR, Part 2).

4. Federal regulations regarding Opioid Maintenance Therapy (21 CFR 291.505 (FDA)), (21 CFR1301-1307 (DEA)).

Grant Funded Only

5. The Substance Use Prevention, Treatment, and Recovery Services Block Grant Regulations (45 CFR, Part 96 Subpart L).
6. Charitable Choice: Religious organizations as defined under 42 CFR 54.2(b), shall comply with the Charitable Choice Regulations as set forth in 42 CFR 54.1 et seq. regarding funds provided directly to pay for substance use disorder prevention and treatment services under 42 U.S.C. 300x-21 et seq.; 42 U.S.C. 290aa, et seq.; and 42 U.S.C. 290cc-21 to 290cc-35.
 - a. Notice shall be given to each patient and potential patient of his/her right to receive alternative services from another organization, and the right to be referred to alternative services that reasonably meet the requirements of timeliness, capacity, accessibility and equivalency as set forth in [42 CFR 54.8](#) and [54a.8](#). It is recommended that the "model notice" set forth in [Appendix A](#) of 42 CFR 54a be used.
 - b. Referrals shall be made to alternative organizations as set forth in [42 CFR 54.8](#) and [54a.8](#) and can be made utilizing 1-833-2FINDHELP or www.helplineil.org to identify suitable alternative organizations.
 - c. A record of referrals made pursuant to these regulations shall be maintained and provided to IDHS on an annual survey as requested.
 - d. No patient or potential patient may be discriminated against based on religion, a religious belief, or a refusal to actively participate in a religious practice.
 - e. Funds shall not be used for inherently religious activities, such as worship, religious instruction, or proselytizing.

B. State

Fee-for-Service (Medicaid) and Grant Funded

1. The Illinois Substance Use Disorder Act (20 ILCS 301), (hereafter referred to as the "Act").
2. Title 77 Ill. Adm. Code, Parts 2060 and 2090.
3. Title 44, Part 7000, Grant Accountability and Transparency Act.
4. Public Act 100-1058 Section 10, The Health Care Worker Self-Referral Act.

C. Manuals/Annual Online Certification Plan Survey

Fee-for-Service (Medicaid) and Grant Funded

- DARTS Manual
- Contractual Policy Manual
- Annual Online Certification Plan Survey

Fee-for-Service (Medicaid)

- Policy Manual for Participants Covered Under the Department of Healthcare and Family Services (IDHFS) Medical Programs

III. Treatment and Support Services

Services are more specifically described in the SUPR Contractual Policy Manual located at <https://www.dhs.state.il.us/page.aspx?item=149483>.

All services can be funded via Grant, but Medicaid fee-for-service reimbursement from IDHS/SUPR is only allowed for services that are covered in the IDHFS Medicaid State Plan or for waiver services included as pilots in the Better Care Illinois Behavioral Health Initiative. All services must be delivered by SUPR licensed and/or certified organizations.

A. Treatment Services

1. Level 0.5 (Early Intervention) as specified in Part 2060.402 (a).
2. Level 1 (Outpatient) as specified in Part 2060.401 (b).
3. Level 2.1 and 2.5 (Intensive Outpatient/Partial Hospitalization) as specified in Part 2060.401 (c).
4. Level 3.1 (Residential Extended Care) as defined in Part 2060.103 and as specified in Part 2060.401 (d).
5. Level 3.2 (Withdrawal Management) as specified in Part 2060.405.
6. Level 3.5 (Residential Rehabilitation) as specified in Part 2060.401 (d).
7. Level 3.7 (Withdrawal Management) as specified in Part 2060.405.
8. Psychiatric Evaluation: An examination of a patient and exchange of information to determine whether the patient's condition is because of alcohol and/or other drugs or to a diagnosed psychiatric disorder.
9. Medication Monitoring: A medical review of a patient's use of psychotropic medications while in treatment that is conducted by the organization's psychiatrist or physician or physician extender.

10. Medication Assisted Recovery: The prescription of medications that are approved by the U.S. Food and Drug Administration and the Center for Substance Abuse Treatment to assist with treatment for a substance use disorder and to support recovery for individuals receiving services in a facility licensed by the Division. Medication assisted recovery includes but is not limited to opioid treatment services using Methadone.

B. Support Services

1. Toxicology: Urine, blood or saliva analysis to determine the presence of alcohol and/or other drugs in patients who receive treatment or intervention services.
2. Case Management: A coordinated approach to the delivery of health and medical treatment, substance use disorder treatment, mental health treatment, and social services, linking patients with appropriate services to address specific needs and achieve stated goals.
3. Community Intervention: A service that occurs within the community rather than in a treatment setting. These services focus on the community and its residents and include crisis intervention, case finding to identify individuals in need of services, including in-reach and outreach to targeted populations or individuals not admitted to treatment. Outreach is the encouragement, engagement or re-engagement of at-risk individual(s) into treatment through community institutions such as churches, schools and medical facilities (as defined by the community). In-reach is the education of community institutions or state agencies and social services staff regarding the screening and referral of at-risk individuals to treatment programs for the purposes of a clinical assessment.
4. Recovery Home: Services as specified in Part 2060.509 and/or in the service requirements located in the Contractual Policy Manual.
5. Criminal Justice Services: Activities designed to serve those criminal justice offenders with substance use disorders currently under the jurisdiction of the Circuit Courts and Judicial Districts of the State of Illinois, County Probation Departments, local State's Attorney's Offices and County Sheriff's Departments. Services are designed to refer such offenders into treatment programs as an alternative to prosecution or incarceration and to clinically monitor and track such clients' progress in treatment. Activities designed to also serve inmates

involved with or who are parolees of Department of Corrections Correctional Center substance use disorder treatment programs. These services are designed to intervene and address multiple problems, often chronic in nature, presented by the inmate at the time of parole to the community and must include referrals to licensed community-based substance use disorder treatment organizations for continuing treatment and/or recovery.

6. Medications: Limited reimbursement for the cost of medication.
7. Interpreter Services for the Deaf or Hearing Impaired: Interpreter services for treatment clients who are also deaf or hearing impaired.
8. Child Domiciliary: Beds for children who reside with a parent who is receiving residential care or who is residing in a recovery home.
9. Gambling Intervention and Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.
10. Recovery Support Services: Recovery support services include employment training, continuing care, employment coaching, peer recovery coaching, recovery coaching, recovery skills, spiritual support, and transportation.
11. Special Project: The provision of special or unique projects. Descriptions are specified in a separate scope of services (Uniform Grant Agreement exhibit) that are incorporated into and, therefore, are a part of the IDHS Uniform Grant Agreement.
12. Vouchered Contract Deliverable: The provision of a contracted service, product, or expenditure, either through fixed rate or grant that cannot be billed electronically through DARTS.

C. Interim Services (45 CFR 96.121)

Interim Services or Interim Substance Use Disorder Services means services that are provided until an individual is admitted to a substance use disorder treatment program. The purposes of the services are to reduce adverse health effects, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

D. Tuberculosis Services

Counseling regarding tuberculosis and testing to determine infection with mycobacterium tuberculosis to determine the appropriate form of treatment and to provide a referral for infected persons for appropriate medical evaluation and treatment. Through arrangements with other public or nonprofit entities, such tuberculosis services shall be routinely available to everyone receiving treatment for a substance use disorder; and in the case of an individual in need of such treatment, who is denied admission based on the lack of capacity of the organization to admit the individual, will refer the individual to another provider of tuberculosis services.

E. Pregnant Women and Women with Dependent Children (45 CFR 96.124)

Families shall be treated as a unit and therefore organizations shall admit both women and their children into treatment, if appropriate, including women attempting to regain custody of their children. The organization shall also make available, either directly or through linkage agreements with other public or nonprofit entities, the provision or arrangement for the following services:

1. Primary medical care for women, including referral for prenatal care and the provision of childcare while such women are receiving these services;
2. Primary pediatric care, including immunization, for children;
3. Gender specific treatment and therapeutic interventions for the women which may address relationship issues, sexual and physical abuse, parenting skills and the provision of childcare while such women are receiving these services;
4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse and neglect; and
5. Sufficient case management and transportation to ensure women and their children have access to these services.

F. Treatment Services for Pregnant Women (45 CFR 96.131)

Pregnant women who seek or are referred and who would benefit from such services shall be given preference in admission to treatment. The organization shall publicize the availability of treatment services to this population and that priority is given for admission. If unable to admit a pregnant woman because of insufficient capacity or because the organization does not deliver the necessary services, referral to another

organization must be made and documented within 48 hours of the request. The organization shall also notify the Division regarding such persons for whom it lacks the capacity to admit. This notification shall be made using the Division's Capacity Management System, hereafter referred to as "CAPMAN" which will enable the Department to identify an organization with the capacity to provide the necessary treatment.

G. Capacity for Treatment for Patients with Injecting Substance Use Disorders (45 CFR 96.126)

If the organization delivers treatment for patients with injecting substance use disorders, it shall:

1. Notify the Division immediately upon reaching 90% capacity to admit such individuals. Such notification shall be by use of CAPMAN.
2. Admit an individual who requests and needs treatment for intravenous drug use no later than 14 days after the individual makes the request for admission; or 120 days after the date of the initial request, if no organization has the capacity to admit the individual on the date of such request and if interim services, as defined herein, are made available to the individual not later than 48 hours after such request.
3. Establish a waiting list, which includes a unique patient identifier for each individual seeking treatment, including those receiving interim services, while awaiting admission to treatment.
4. Use outreach models that are evidence-based and scientifically sound or, if no such models are available which are applicable to the local situation, use an approach which reasonably can be expected to be an effective outreach method. All models shall require that outreach efforts include the following:
 - a. Selecting, training and supervising outreach workers;
 - b. A strategy to contact high risk substance users, their associates and neighborhood residents that conforms to state and federal confidentiality requirements including 42 CFR, Part 2;
 - c. Promoting awareness among injecting drug users about the relationship between injecting drug use and communicable diseases such as HIV;
 - d. Recommend steps that can be taken to ensure that HIV transmission does not occur; and
 - e. Encouraging entry into treatment.

IV. Prevention Services

Services are driven by deliverables specified in Uniform Grant Agreement exhibits specific to the type of prevention program. The types of prevention programs are specified in the Contractual Policy Manual. The Drug Overdose Prevention Program is part of the Bureau of Prevention Services and specified in the Act.

V. Deliverables

Fee-for-Service (Medicaid) and Grant Funded

A. Contractual Policy Manual and Specific Exhibits

The terms and conditions and deliverables set forth in the Contractual Policy Manual and in all applicable Exhibits and/or service requirements located in the manual shall be in addition to those contained in this principal Attachment and in the Uniform Grant Agreement. They are incorporated herein by reference.

B. Conflict Between Attachment C, Exhibits and Service Requirements

In the event of a conflict between Attachment C, and an Exhibit or Service Requirement, the terms of the latter shall supersede and govern.

Grant Funded Only

C. Continuity of Services

The funds obligated under this award are for the entire twelve-month period of the state fiscal year referenced herein unless a specific start date is indicated due to funding restrictions. Therefore, the organization shall ensure that all services funded by this award are available for the entire twelve-month period of the fiscal year irrespective of when full disbursement of the award occurs.

D. Annual Online Certification Plan Survey

The organization shall complete an Annual Online Certification Plan Survey in a format prescribed by the Division and have such a plan approved in writing and on file with SUPR.

VI. Payment

A. Funding Methodology

Grant or Grant Fixed Rate shall be the funding methodology for all funds. Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance).

I. Advance Payment Method (Advance and Reconcile)

1. An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.
2. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 15 days after the first month of the Award's term. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
3. Subsequent monthly payments will be based on each monthly invoice submitted by Grantee to Grantor, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.
4. Grantees that do not expend all advance payment amounts by the end of the Award term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective budget, must return the funds within 45 days.
5. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
6. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

II. Reimbursement Method

1. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.
2. Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted on or before the 15th calendar day following the end of each

3. monthly invoice period. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.
4. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III. Working Capital Advance Method

1. IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.
2. Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. The first invoice is due 15 calendar days after the first month of the Award term. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
3. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
4. Working Capital Advance Payments are limited to a single occurrence per grant term.
5. Following the initial working capital advance payment, grantees will be paid via advance or reimbursement method as appropriate.

Grant Fixed Rate: means payments for non-Medicaid services based on a rate, unit cost or allowable costs incurred, that are based on a statement, bill or DARTS submission as required by IDHS. Fixed Rate payments are subject to all federal administrative regulations and requirements including, but not limited to, OMB Circular A-102, OMB Circular A-100, OMB Circular A-133, and are subject to all applicable cost principles, including OMB Circular A-21, OMB Circular A-87 and OMB Circular A-122. A Fixed Rate agreement, in common terminology, is a non-Medicaid fee-for-service agreement. Fixed Rate grants will be paid on a reimbursement basis.

B. Payments Processed by Division

All Payments made by the Division are subject to post-payment audit and recovery procedure as set forth in IX, F. of this attachment.

C. Grantee Compliance Enforcement System; Illinois Stop Payment List

The Grant Accountability and Transparency Act (GATA) established a Grantee Compliance Enforcement System that outlines a statewide framework for State agencies to manage occurrences of noncompliance with grant requirements. See 44 ILCS 7000.80

D. Final Billing Submission Date

The final submission date for billing all non-Medicaid funded services is close of business of the first Monday of August. Notification is provided twice a year in writing of the actual date. It is the responsibility of each organization to ensure that all fiscal year billings are submitted for DARTS or manual processing by this date. As a reminder, it is critically important that DARTS or manual billing errors be resolved when they occur as delays in billing reconciliation from the organization that result in non-accepted or late submissions will not be eligible for payment through the Court of Claims. Examples of such delays that are the responsibility of the organization are:

1. Submission of claims past the August date.
2. Non-reconciliation of software reporting problems resulting in inability to submit bills by the August date.
3. Non-reconciliation of DARTS or manual billing errors by the August date.
4. Non-submission of manual payment vouchers by the August date.

To assist with compliance to year-end submissions, it is strongly recommended that June DARTS or manual earnings, as well as any other prior month's earnings, be submitted as early as possible in July to allow time for correction of errors. Adherence to this submission deadline is a factor that is evaluated during each state fiscal year contracting process.

VII. Eligibility Criteria

A. Patient Eligibility

All individuals who receive services funded by the Division must:

1. Meet the income eligibility requirements specified in the Contractual Policy Manual and/or;

2. Meet any stated eligibility conditions in an Exhibit referenced in the Attachment C cover page, the Contractual Policy Manual, and Exhibit 1 for the applicable fiscal year award and/or;
3. Have a valid Illinois medical card for Medicaid reimbursement.

B. Gender/Religion

No organization shall, on the grounds of gender (including in the case of any woman due to pregnancy) or of religion, exclude any patient from participation in, or deny the benefits of any services or activities funded hereunder.

C. Service Priorities

In its admission of patients for services as described in this Agreement, the organization shall, and certifies that it does, give priority to the following patients (unless such priority would violate state or federal law). Priorities 1, 2, and 3 must be addressed in rank order.

1. Pregnant women with injecting drug use.
2. Pregnant women with a substance use disorder.
3. Individuals with injecting drug use.
4. Post-partum women, women with young children and justice-involved women.
5. DCFS referred persons, TANF, DOC releasees and those with service in the U.S. Armed Forces.

D. TANF Referrals

Any TANF individuals referred from an IDHS office must be given priority status for placement as specified herein. Such individuals must receive an assessment within 48 hours and every attempt should be made for an immediate placement in treatment. The organization shall comply with all paperwork requirements associated with the referral, placement, progress, and sanctioning of such individuals (i.e., referral acceptance form, progress report form).

E. Service Members, Veterans, and Their Families (SMVF)

The organization shall:

1. Develop policies and procedures regarding the provision of substance use disorder services to SMVF.

2. Develop a list of referral resources to assist SMVF address issues related to Post Traumatic Stress Disorder, suicide prevention, employment, education, housing, and the process of applying for state and federal veteran's benefits.
3. Ensure that the following inquiry is made when conducting any initial screening or evaluation. "Have you or a loved one ever served in the U.S. Armed Forces?"
4. Ensure SMVF have access to culturally appropriate services, through development of a training plan to improve staff awareness of SMVF issues and increase staff understanding of military culture. Training resources can include the Illinois Joining Forces network (<http://www.illinoisjoiningforces.org/>), the Illinois Department of Veterans Affairs (<https://www2.illinois.gov/veterans/Pages/default.aspx>), U.S. Department of Veterans Affairs (<http://www.va.gov/>), and the VA's Community Providers toolkit (<https://www.mentalhealth.va.gov/communityproviders/>).

VIII. Reporting Requirements

A. Periodic Performance Reporting

The State agency shall require the awardee to use the Periodic Performance Report (PPR) to articulate performance outcomes. In addition, each State grantmaking agency shall utilize the PPR to:

1. Require its awardees to relate financial data to performance accomplishments of the award; and
2. When applicable, require awardees to provide cost information to demonstrate cost-effective practices. [30 ILCS 708/50(c)(1)]

All fixed rate grantees, unless otherwise specified in writing by the Division, shall report service data electronically. Organizations shall also report any other data requested by the Division to carry out its duties. The preferred method of reporting fixed rate grant service data is through software supplied by the Division (DARTS) unless another arrangement has been made in writing.

B. Source Data

The organization shall be able to verify, upon request, all DARTS and manual reporting data entries via hard copy of source documentation as defined and described in the SUPR Contractual Policy Manual for the current fiscal year.

C. Fiscal Data

Grantees must submit financial reports as requested, and in the format required, by SUPR. Grantee shall file monthly reports with SUPR describing the expenditure(s) of the funds related thereto IAW 2 CFR 200.207. Failure to submit the required financial reports may cause delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

D. DASIS

The U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration, Drug and Alcohol Services Information System (DASIS), National Survey of Substance Abuse Treatment Services (N-SSATS) questionnaire shall be completed by the organization at least annually. One survey shall be completed per site number (one I-SATS number is assigned per site). Inventory of Substance Abuse Treatment Services (I-SATS) are assigned by the Substance Abuse and Mental Health Services Administration (SAMHSA) to all treatment facilities. The I-SATS ID number is the same identifier for the Treatment Episode Data Set (TEDS), and the National Survey of Substance Abuse Treatment Services (N-SSATS) systems.

E. Manual Reporting

All manual report requirements set forth in specific service requirements located in the Contractual Policy Manual shall be submitted monthly by the fifteenth working day of the following month. All such reports shall be submitted to the Contract Manager/Project Director with carbon copy to their supervisor through their Illinois email address and they can be also submitted to the following address:

Contract Management
Attn: Supervisor
Illinois Department of Human Services
Division of Substance Use Prevention and Recovery
401 South Clinton Street, Second Floor
Chicago, Illinois 60607-3800

F. Capacity Management/Waiting List

The organization shall report capacity information for residential and/or outpatient methadone treatment to the Capacity Management System ("CAPMAN") daily. Reporting shall occur in a manner specified by the Division through the Illinois Helpline for Opioids and Other Substances portal. The organization agrees to make every reasonable effort to locate and effect referrals to appropriate services for any patient who is specified as a priority service population as described herein, before placing such

patient on a waiting list. Organizations shall maintain a documented record system, which includes patient locating information for patients it has placed on a waiting list.

IX. Special Conditions

A. Training

The organization shall attend and participate in Division sponsored training and technical assistance. The organization shall be notified of required training and shall be responsible for all related travel expenses, unless otherwise specified.

B. Notifications

The organization shall:

1. Notify the Division immediately in writing upon discovery of any substantial problem relative to the submission of any required service or financial data.
2. Obtain approval from the Division in writing 90 calendar days prior to any planned cessation or relocation of any service or facility funded in part or total by the Division.

Failure to obtain such approval is a material breach of this agreement and voids the Division's funding obligation for such program.

C. Peer Review

Peer review, coordinated through the Division, will be conducted on selected organizations to assess the quality, appropriateness, and efficiency of treatment services delivered in accordance with 77 Ill. Adm. Code 2060 and in accordance with the requirements of 45 CFR, Part 96.136.

D. Staff Development

The organization shall provide or facilitate staff development, including continuing education and will participate in continuing education/professional development with respect to:

1. Recent trends in SUD in the state;
2. Improved methods and evidence-based practices for SUD and prevention services;
3. Performance accountability;

4. Data Collection and reporting requirements; and
5. Any other matters that would serve to improve the delivery of SUD prevention, intervention, and treatment within the state.

E. Evaluations

The organization may be randomly selected to participate in outcome evaluations by the Division. If selected, the organization shall assist as requested within reason, i.e., locating and interviewing patients, obtaining required written consent from patients. The organization shall within reason and in accordance with confidentiality requirements, keep contact information on former patients, which includes at least three individuals that may be contacted regarding the patient's residence.

F. Monitoring and Post-Payment Auditing

The organization shall allow the Division access to its facilities, records, and employees for the purposes of monitoring and post-payment auditing. Any findings arising from monitoring or post-payment audits will be shared with the organization.

The organization shall submit corrective action plans to SUPR as requested, shall comply with plans of correction relative to monitoring, and may be subject to license sanctions for non-compliance. Post-payment audit will also result in recoupment of funds, which are the subject of audit findings. Any funds, which have been determined to be unsupported; to be overpayments; or otherwise, to be improperly held, shall be returned to the Division.

1. Grant funds shall be recovered as disbursement adjustments during the contract or pursuant to the Illinois Grant Funds Recovery Act and 89 Ill. Adm. Code 511 at the end of the grant period.
2. Grant Fixed Rate and Drunk and Drugged Driving Prevention Fund (DDDPF) funds shall be recovered pursuant to a notice of intent to recover unsubstantiated billings and a chance for written informal review.
3. Medicaid funds shall be recovered pursuant to 89 Ill. Adm. Code 140.15 and 89 Ill. Adm. Code 104.200 et. seq. regarding Medical Vendor Hearings.

G. Fiscal Requirements for Grant Funded Only

Federal Award funds may not be used:

1. To provide inpatient hospital services, except as determined to be medically necessary in accordance with federal guidelines;

2. To make cash payments to intended recipients of health services except in the case of program outcome evaluations;
3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds without prior approval;
5. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS;
6. To provide financial assistance to any entity other than a public or nonprofit private entity;
7. To expend more than the amount prescribed by Section 1931 (a)(3) of the PHS Act for the provision of treatment services in penal or correction institutions of the state; and
8. The organization shall adhere to all applicable requirements cited in federal regulations 2 CFR 200 as well as SABG requirements stated in federal regulations Title 45; Part 96; Subpart L; 96.135.

H. Funding Policy

1. The organization shall establish systems regarding eligibility, billing, and collection to assure that persons entitled to third party payment benefits (other than state or federal funds) are reimbursed therefrom, and that all other provisions regarding patient eligibility and payment are implemented as specified in the Contractual Policy Manual.
2. Substance use disorder treatment services billed to this contract agreement shall be reimbursed at the rates set forth in current Contractual Policy Manual. Rates for existing programs will remain in place during the period of this agreement or until otherwise indicated in writing by the Division.
3. Funding is provided for services to all eligible individuals regardless of where they reside in Illinois unless otherwise specified by the Division.

I. Global Funding

Global funding combines multiple services together into one funding amount that is used for disbursement. An earnings expectation is established as the global funding amount to provide service flexibility throughout all levels of care. However, dedicated funding may be established within global funding relative to expectations for a specific service or population.



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. 43CCZ03636

State Agency Illinois Department of Human Services

FY. 2024

Grantee DUPAGE COUNTY DEPARTMENT OF

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

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-26-1565

CSFA Short Description. TOBACCO ENFORCEMENT PROGRAM

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

CFDA Short Description. N/A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$6,993.00
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)	\$6,993.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$6,993.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$6,993.00

Contract Published Date Time: 2023.08.23.07.19.59 428



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. 43CCZ03636

State Agency Illinois Department of Human Services

FY. 2024

Grantee DUPAGE COUNTY DEPARTMENT OF

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

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-26-1565

CSFA Short Description. TOBACCO ENFORCEMENT PROGRAM

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

CFDA Short Description. N/A

Section B: Non-State of Illinois Funds

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

Contract Published Date Time: 2023.08.23.07.19.59 428



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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CSFA Short Description. TOBACCO ENFORCEMENT PROGRAM

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

CFDA Short Description. N/A

Budget Narrative Summary

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

Budget Category	State	Non-State	Total
1. Personnel	N/A	N/A	N/A
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	\$6,993.00	N/A	\$6,993.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$6,993.00	N/A	\$6,993.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$6,993.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			\$6,993.00



Budget Transfer

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

File #: 23-2899

Agenda Date: 9/19/2023

Agenda #: 8.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective May 3, 2023

GENERAL FUND SPECIAL ACCOUNTS

From: 1000
 Company #

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1180	53828		CONTINGENCIES	\$ 96,812.00	\$ 4,297,558.00	\$ 4,200,746.00	8/28/2023
Total				\$ 96,812.00			

CAMPUS SECURITY

To: 1000
 Company #

To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1130	52000		FURN/MACH/EQUIP SMALL VALUE	\$ 94,850.00	\$ 2,197.60	\$ 97,047.60	8/28/2023
1130	52320		MEDICAL/DENTAL/LAB SUPPLIES	\$ 867.00	\$ -	\$ 867.00	8/28/2023
1130	53370		REPAIR & MTCE OTHER EQUIPMENT	\$ 1,095.00	\$ 39,986.47	\$ 41,081.47	8/28/2023
Total				\$ 96,812.00			

Reason for Request:

Budget Transfer needed to purchase 56 new AED machines, AED ProTracker, and universal electrodes to replace AED machines with a current expiration date of 12/01/2023.

Department Head



Date

8/28/23

Activity

(optional)

Chief Financial Officer

Date

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

JPS - 9/5/23
 FIN/CB - 9/12/23





Budget Transfer

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

File #: 23-3054


Agenda Date: 9/19/2023

Agenda #: 8.B.

**DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022**

From: 1000
Company #

STATE'S ATTORNEY
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6500	50099		NEW PROGRAM REQUESTS-PERSONNEL	\$ 799,500.00	799,500.00		9/7/23
Total				\$ 799,500.00			

To: 1000
Company #

STATE'S ATTORNEY
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6500	50000		REGULAR SALARIES	\$ 799,500.00	2,118,606.87	2,918,106.87	9/7/23
Total				\$ 799,500.00			

Reason for Request:

This transfer is needed to pay for Economic Impact Adjustments for Assistant State's Attorneys which were previously approved by the County Board.

Signature on file

Department Head

Chief Financial Officer

Activity

\$
(optional)

9/7/23
Date
9/8/23
Date

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____		Released & Posted By/Date _____	

JPS - 9/19/23

FIN/CB - 9/26/23





Grant Proposal Notifications

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

File #: 23-3055

Agenda Date: 9/19/2023

Agenda #: 9.A.



Grant Proposal Notification

GPN Number: 052-23
(Completed by Finance Department)

Date of Notification: 09/12/2023
(MM/DD/YYYY)

Parent Committee Agenda Date: 09/19/2023
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 08/31/2023
(MM/DD/YYYY)

Name of Grant: Emergency Management Performance Grant FFY 2023

Name of Grantor: Illinois Emergency Management Agency

Originating Entity: U.S. Department of Homeland Security
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Office of Homeland Security and Emergency Management

Department Contact: Craig Dieckman, Director, x 2916
(Name, Title, and Extension)

Parent Committee: Judicial and Public Safety Committee

Grant Amount Requested: \$ 495,605.55

Type of Grant: Formula
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 97.042 If State, provide CSFA: 588-40-0450



Grant Proposal Notification

1. Justify the department's need for this grant.

The DuPage OHSEM develops plans and conducts trainings & exercises to prepare County departments and local first responders for real-world incidents and large planned events. The DuPage OHSEM assists and supports municipalities during emergencies. The DuPage OHSEM also coordinates with local municipalities and first responders to assist with Recovery following emergencies. The DuPage OHSEM complies with the Illinois Emergency Management Agency 301 Admin Code, in addition to supporting local, state, and federal partners.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Imperative 1: Quality of Life, 1.1.3 and 1.1.4.

The DuPage OHSEM develops the countywide emergency operations plan and assists local municipalities with the development of their EOP as well. The DuPage OHSEM participates in local events to increase awareness of emergency preparedness best practices and shares best practices with local first responders and municipal partners.

3. What is the period covered by the grant?

10/01/2023 to: 09/30/2024
(MM/DD/YYYY) (MM/DD/YYYY)

- 3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

No

- 4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary \$840,929.82 Percentage covered by grant 46%

6.1.2. Total fringe benefits \$239,385.32 Percentage covered by grant 46%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

1000-1900

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit?
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

<p>6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)</p>	<p><u>No</u></p>
<p>6.3.1. If yes, please answer the following:</p>	
<p>6.3.1.1. How many years beyond the grant term?</p>	<p>_____</p>
<p>6.3.1.2. What Company-Accounting Unit(s) will be used?</p>	<p>_____</p>
<p>6.3.1.3. Total annual salary</p>	<p>_____</p>
<p>6.3.1.4. Total annual fringe benefits</p>	<p>_____</p>
<p>7. Does the grant allow for direct administrative costs? (Yes or No)</p>	<p><u>No</u></p>
<p>7.1. If yes, please answer the following:</p>	
<p>7.1.1. Total estimated direct administrative costs for project</p>	<p>_____</p>
<p>7.1.2. Percentage of direct administrative costs covered by grant</p>	<p>_____</p>
<p>7.1.3. What percentage of the grant total is the portion covered by the grant</p>	<p>_____</p>
<p>8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?</p>	<p><u>0.2%</u></p>
<p>9. Are matching funds required? (Yes or No):</p>	<p><u>Yes</u></p>
<p>9.1. If yes, please answer the following:</p>	
<p>9.1.1. What percentage of match funding is required by granting entity?</p>	<p><u>50%</u></p>
<p>9.1.2. What is the dollar amount of the County's match?</p>	<p><u>\$495,605.53</u></p>



Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?	<u>1000-1900</u>
10. What amount of funding is already allocated for the project?	<u>\$0.00</u>
10.1. If allocated, in what Company-Accounting Unit are the funds located?	<u></u>
10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):	<u>Yes</u>
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?	<u>\$1,082,187.14</u>