



DU PAGE COUNTY

Human Services

Final Summary

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

Tuesday, April 18, 2023

9:30 AM

Room 3500A

1. CALL TO ORDER

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

2. ROLL CALL

Also attending the meeting were Deputy Chief Paul Bruckner, Assistant States Attorneys Conor McCarthy, Lisa Smith, and Renee Zerante, County Board Members Patty Gustin and Yeena Yoo, Chief Policy and Program Officer Sheryl Markay, Chief Communications Officer Joan Olson, Facilities Administrator Tim Harbaugh (left 9:35), Chief Financial Officer Jeffrey Martynowicz, Deputy Chief Financial Officer MaryCatherine Wells, Senior Accountant Gerald Smith, Budget Analyst Keith Jorstad, Buyer Nickon Etminan, DuPage Care Center Administrator Janelle Chadwick, Community Services Administrators Natasha Belli and Gina Strafford-Ahmed, and Jan Kay from the League of Women Voters.

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

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

Chair Schwarze reminded the committee members about the high school students holding the Sustainable Design Challenge in the first floor atrium and encouraged all to attend.

5. APPROVAL OF MINUTES

5.A. [23-1567](#)

Human Services Committee - Regular Meeting - Tuesday, April 4, 2023

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

6. COMMUNITY SERVICES - MARY KEATING**6.A. [FI-R-0116-23](#)**

Acceptance and Appropriation of additional funding for the Aging Case Coordination Unit Fund PY23 Company 5000 - Accounting Unit 1660, in the amount of \$30,000. (Community Services) (ARPA)

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

6.B. [FI-R-0117-23](#)

Acceptance and Appropriation of the Low-Income Home Energy Assistance Program HHS Supplemental Grant PY23, Inter-Governmental Agreement No. 23-274028, Company 5000 - Accounting Unit 1420, \$1,118,000. (Community Services)

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

6.C. [HS-R-0050-23](#)

Approval of Issuance of Payments by DuPage County to Energy Assistance Providers through the Low-Income Home Energy Assistance Program HHS Supplemental Grant PY23 No. 23-274028 in the amount of \$1,118,000. (Community Services)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Paula Garcia
SECONDER:	Michael Childress

6.D. [HS-R-0051-23](#)

Recommendation for Approval of Increase in Funding for a Proposed Community Development Block Grant-CARES Act (CDBG-CV) Agreement with DuPage County Kenneth Moy DuPage Care Center – Air Handling Units, Project Number CDCV21-01 – for a Total Award Amount of \$1,900,000. (COVID ITEM)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Paula Garcia
SECONDER:	Michael Childress

6.E. [23-1568](#)

Recommendation for approval of a contract purchase order to Insight Public Sector, for the purchase of laptop computers and docking stations for Senior Services, using AgeGuide ARPA Grant monies, for the period of April 18, 2023 through November 30, 2023, in an amount not to exceed \$24,904, per Government Joint Purchasing Act (30ILCS525). (Community Services) (ARPA)

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

7. **BUDGET TRANSFERS**7.A. [23-1569](#)

Budget Transfer to move funds from account no. 1000-1640-50099 (New Program Requests - Personnel) to 1000-1640-50000 (Regular Salaries), in the amount of \$80,000, to cover the salary for the new Program Manager recently hired. (Community Services - Family Center)

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

8. **CONSENT ITEMS**8.A. [23-1570](#)

Decrease and close contract (5596-0001), issued to 360 Youth Services, in the amount of \$19,928.36. - Contract expired.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

8.B. [23-1571](#)

Decrease and close contract (6193-0001), issued to Outreach Community Services, in the amount of \$36,668.87 - Contract expired.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

9. RESIDENCY WAIVERS - JANELLE CHADWICK**9.A. Motion to Approve one out of County Residency Waiver**

Ms. Chadwick stated there are currently 29 beds available. Four beds have already been offered to DuPage County residents so there will be no one displaced by allowing this person residency.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

10. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Janelle Chadwick, Administrator of the DuPage Care Center, stated the Care Center is still in outbreak status, due to singular covid cases that keep arising. One unit should be off quarantine today once they get the lab results back.

Ms. Chadwick updated the committee on the construction, stating everything has been received by the Certificate of Need office at the Illinois Department of Public Health and the Facilities Planning Review Board. The renovation request will now go through the quarterly approval process in June.

The Care Center is distributing the second of three Hero Pay disbursements to the staff for 2023 in the amount of \$559. This stipend comes from the Department of Health and Family Services under ARPA. 35% of the funding is used for covid expenses, such as PPE, and 65% is divided among the staff's Hero Pay installments.

11. COMMUNITY SERVICES UPDATE - MARY KEATING

No report was offered.

12. OLD BUSINESS

Presentation of the Small non-profit ARPA Application Portal

MaryCatherine Wells, Deputy Chief Financial Officer, spoke regarding the small non-profit application portal for consideration of ARPA funds. MaryCatherine stated that Mary Keating, Director of Community services, is still working on the application but is on vacation this week. MaryCatherine is part of the administrative team that are helping with the applications and includes Gerald Smith, Senior Accountant. After the CARES ACT and ARPA, MaryCatherine added her team has considerable experience setting up an online portal. She stated that the administration side of the process is ready to move forward in May. Mary Keating prepared the questions and Rhonda Breier, Web Application Team Lead, designed the application. Member Galassi and other members noted the word 'project' may be confusing so it will be removed from the application.

Questions and discussion arose regarding the rollout date, length of time the portal will be open, geo coding to determine agencies' districts, what kind of agencies may qualify, and means of marketing the available funds.

Member DeSart confirmed the \$175,000 per district and that the allocations of funds can be divided by the three members within the district. How does it need to be connected to ARPA? Are we able to expand to any small non-profits? Are only the non-profits we select able to access the portal? How does the district representative know which agencies are in their district? Will the parameters come from Finance?

Member Galassi asked about funding short-term projects. Does the agency have to be up and running with some structure?

MaryCatherine replied that the general parameters will include an agreement to each organization specifying they must be a 501c-3 charitable organization with less than \$300,000 annual revenue and will receive under \$25,000 in allocations. She added they will use the GIS department to do geocoding and map out agency districts.

Sheryl Markay added the application must be tied to the County's code so there are categories that have to be met, which is on the application. There will be additional guidance sent out to the district members while making their decisions. Ms. Markay and Assistant State's Attorney, Lisa Smith agreed that the process does not have to adhere to ARPA guidelines but needs to adhere to County guidelines. Although it is up to the Chair, they recommended that the application guidelines should go to the County Board as a presentation or resolution for consistency among all districts.

Assistant State's Attorney, Conor McCarthy, added you are limited in what money you can give and who you can give it to based on what your statutory authority is, and it is limited by what the County's code grants you.

Joan Olson, Chief Communications Officer, responded to the marketing question, stating they will hold a press release, and post on LinkedIn and social media. She added that Mary Keating has contact lists she will reach out to, and they will connect with Talk DuPage, who communicates to all municipalities. In Joan's experience, when there is funding available, people are quick to respond.

Committee discussed if the applicants should be screened by the States Attorney's office first or by the County Board members. It was decided the County Board members should select applicants in an initial round and submit candidates to the Assistant States Attorney for legal review.

Chair Schwarze summed up the discussion, stating this is the first process to update the committee and address questions. The subcommittee, consisting of Mary Keating, Member Garcia, and Chair Schwarze, will adjust the process based on the day's discussion. Ms. Olson

concluded this discussion gave them the committee input they needed and Human Services will continue to collaborate with legal counsel.

13. NEW BUSINESS

No new business was discussed.

14. ADJOURNMENT

Motion to Adjourn

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia



Minutes

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

File #: 23-1567

Agenda Date: 4/18/2023

Agenda #: 5.A.



DU PAGE COUNTY

Human Services

Final Summary

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

Tuesday, April 4, 2023

9:30 AM

Room 3500A

1. CALL TO ORDER

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

2. ROLL CALL

Also attending the meeting were Assistant States Attorneys Paul Bruckner and Renee Zerante, County Board members Lucy Chang, Patty Gustin, and Yeena Yoo, Procurement Buyer Donna Weidman, and Mary Keating, Director of Community Services.

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

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

Chair Schwarze welcomed County Board Members Lucy Chang, Patty Gustin, and Yeena Yoo to the meeting.

Chair Schwarze mentioned that he visited the Northern Illinois Food Bank along with Vice Chair Paula Garcia and Mary Keating, Director of Community Services. The purpose of the visit was to continue their discussion on the needs of the County with regards to food, and in relation to the \$2.2M left of the \$5M earmarked for food security. They have met with four of the larger food pantries and will meet with a sampling of the smaller food pantries in the near future.

Member Galassi asked about the current situation of food shortages and if there have been any improvements since covid. Committee thoughts included inflation, covid, and the reduction of SNAP benefits as contributors. Chair Schwarze replied that one of the first things the pantries tell them when they arrive for visits is that they still need food.

5. APPROVAL OF MINUTES

5.A. [23-1414](#)

Human Services Committee - Regular Meeting - Tuesday, March 21, 2023

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Paula Garcia

6. COMMUNITY SERVICES - MARY KEATING**6.A. [HS-R-0043-23](#)**

Authorization to Apply for FFY 2022 and FFY 2023 Section 5310 Grant Funds from the Regional Transportation Authority.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Michael Childress
SECONDER:	Kari Galassi

7. DUPAGE CARE CENTER - JANELLE CHADWICK**7.A. [FI-R-0104-23](#)**

Acceptance of an Extension of Time for the DuPage Care Center Foundation Music Therapy Grant FY22, Company 5000 - Accounting Unit 2120, through November 30, 2024. (Care Center)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lynn LaPlante
SECONDER:	Kari Galassi

7.B. [FI-R-0105-23](#)

Acceptance of an Extension of Time for the DuPage Care Center Foundation Recreation Therapy Grant FY22, Company 5000 - Accounting Unit 2120, through November 30, 2024. (Care Center)

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

7.C. [FI-R-0106-23](#)

Acceptance and Appropriation of the DuPage Care Center Foundation Recreation Therapy Grant FY23, Company 5000 - Accounting Unit 2120, \$21,173. (Care Center)

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

7.D. [FI-R-0107-23](#)

Acceptance and Appropriation of the DuPage Care Center Foundation - Foundation Coordinator Grant PY23, Company 5000 - Accounting Unit 2120, \$28,474. (Care Center)

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

7.E. [HS-P-0053-23](#)

Recommendation for the approval a contract purchase order to Brightstar Care of Central DuPage, to provide supplemental staffing, for the DuPage Care Center, for the period April 13, 2023 through April 12, 2024, for a total contract amount not to exceed \$450,000; per renewal under Proposal #21-006-CARE, second of three (3) one (1) year optional renewals. (Partial ARPA Item)

Member DeSart asked if the need for three supplemental agencies for staffing is due to the difficulty in getting enough staff from any one individual agency. Janelle Chadwick, Administrator of the DuPage Care Center, replied that it is. Member DeSart then asked what has been done in the last year with outreach to improve the staffing and how can the County Board help? Ms. Chadwick replied that the Certified Nursing Assistant (CNA) tenure program is helpful, paying CNAs up to \$650 based on experience. The Care Center is trying to get the word out and relies on word of mouth. Walk-in interviews have also benefited. There is slow improvement.

Janelle added whenever the facility is in outbreak status, it is harder to get staff to work. A lot of the expense is related to crisis staffing and a portion of that is being carried over into ARPA funds as well. The total of the three supplemental staffing contracts comes to about \$1.5M. At the current run rate, the Care Center is currently operating lower, at \$1M. But their census is lower also. With the assistance of Procurement, the Care Center was able to renegotiate the contracts and lower the agency costs.

County Board Member Gustin asked how much lower occupancy is. Ms. Chadwick replied that pre-covid occupancy was about 315 residents. With no new admissions for over one year during the covid pandemic, occupancy dropped to 215 and is currently around 250. The Care Center had two residents test positive for covid the previous day, putting them back in outbreak status.

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

7.F. [HS-P-0054-23](#)

Recommendation for the approval a contract purchase order to Maxim Healthcare Services, Inc., to provide supplemental nursing staffing, for the DuPage Care Center, for the period of April 13, 2023 through April 12, 2024, for a total contract amount not to exceed \$120,000; per renewal under Proposal #21-006-CARE, second of three (3) one (1) year optional renewals (Partial ARPA Item)

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

7.G. [HS-P-0055-23](#)

Recommendation for the approval a contract purchase order to Novastaff Healthcare Services, Inc., to provide supplemental nursing staffing, for the DuPage Care Center, for the period of April 13, 2023 through April 12, 2024, for a total contract amount not to exceed \$950,000; per renewal under Proposal #21-006-CARE, second of three (3) one (1) year optional renewals. (Partial ARPA Item)

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

7.H. [HS-R-0044-23](#)

Recommendation for the approval of a contract to Yami Vending, Inc., for managing beverage and snack vending machines at various locations on the DuPage County Campus, for the period of April 5, 2023 through March 31, 2024, per bid #20-012-CARE, second and final of 2 one-year optional renewals. (Yami Vending, Inc. pays DuPage Care Center 24% profit and \$5,000 payment for year 3).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

7.I. [23-1389](#)

Recommendation for the approval of a contract purchase order to Medline Industries, Inc., to furnish and deliver S400 portable disinfection devices, for the DuPage Care Center, for the period April 5, 2023 through November 30, 2023, for a total contract amount not to exceed \$19,975; pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract #2021003157. (ARPA Item)

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

7.J. [23-1390](#)

Recommendation for the approval of a contract purchase order to Redsail Technologies, LLC, for software and software maintenance for the data system in the Pharmacy Department, for the period of May 1, 2023 through April 30, 2024, for a total contract not to exceed \$17,000; per 55 ILCS 5/5-1022 "Competitive Bids" (C) not suitable for competitive bidding.

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

7.K. [23-1391](#)

Recommendation for the approval of a contract purchase order to Seqirus USA, Inc., for flu vaccinations, for the DuPage Care Center Residents, for the period of April 5, 2023 through April 4, 2024, for a total contract amount not to exceed \$17,390.48.

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

8. BUDGET TRANSFERS**8.A. [23-1392](#)**

Budget Transfer to cover budget shortages in overtime, benefit payments, IT equipment-small value, supplies, dues and memberships, and printing costs for the LIHEAP Grant AU1420. \$37,500. (Community Services)

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Dawn DeSart

9. TRAVEL**9.A. [23-1393](#)**

Travel Request for Database and Report Specialist to attend the Wellsky Services Homeless Management Information System (HMIS) training to support HMIS and Continuum of Care staff to further address reporting and data needs. Travel to convene June 11, 2023 through June 15, 2023, in Overland Park, Kansas. Expenses to include registration transportation, lodging, and per diems for approximate total of \$2,817.50. Grant funded. (Community Services)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

9.B. [23-1394](#)

Senior Services Manager to attend the mandatory Regional Ombudsman Quarterly Meeting and Long-Term Care Advisory Group Meeting in Springfield, Illinois, from April 18, 2023 through April 20, 2023. Expenses to include, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems, for approximate total of \$560. Senior Services grant funded. (Community Services)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

9.C. [23-1407](#)

Community Services Administrator to attend the United Way 211 meeting to discuss future state funding for 211 and potential marketing for 211 in DuPage County. Meetings will be held in Springfield, Illinois from April 27, 2023 through April 28, 2023. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diems, for approximate total of \$460.50. CSBG grant funded. (Community Services)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Dawn DeSart
SECONDER:	Kari Galassi

10. CONSENT ITEMS

10.A. [23-1395](#)

Amendment to contract purchase order 6328-0001 SERV, issued to SpotOn Enterprises, for the period March 1, 2023 through February 28, 2026, for changes made to the original contract agreement, reviewed and approved by State's Attorney's Office.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Michael Childress

10.B. [23-1396](#)

Decrease and close contract (5093-0001) issued to Accounting Principals, Inc. dba Ajilon, in the amount of \$139,999.00 - Contract expired.

10.C. [23-1397](#)

Decrease and close contract (5569-0001) issued to AirGas, USA, in the amount of \$11,606.94 - Contract expired.

10.D. [23-1398](#)

Decrease and close contract (441-0001) issued to CareVoyant, Inc. in the amount of \$109,119.00 - Contract expired.

10.E. [23-1399](#)

Decrease and close contract (5650-0001) issued to Home Depot Pro, in the amount of \$97,513.67 - Contract expired.

10.F. [23-1400](#)

Decrease and close contract (5436-0001) issued to Lifescan Labs, in the amount of \$15,489.84 - Contract expired.

- 10.G. [23-1401](#)
Decrease and close contract (5258-0001), issued to McKesson Medical Surgical Government Solutions LLC, in the amount of \$94,268.80 - Contract expired.
- 10.H. [23-1402](#)
Decrease and close contract (5664-0001) issued to Music Speaks, in the amount of \$19,835.76 - Contract expired.
- 10.I. [23-1403](#)
Decrease and close contract (5263-0001) issued to Northwestern Medicine Regional Medical Group, in the amount of \$13,144.45 - Contract expired.
- 10.J. [23-1404](#)
Decrease and close contract (5586-0001), issued to Symbria Rehab, Inc. in the amount of \$332,185.61 - Contract expired.
- 10.K. [23-1405](#)
Decrease and close contract (5257-0001) issued to Sysco Chicago, Inc., in the amount of \$206,184.07 - Contract expired.
- 10.L. [23-1406](#)
Decrease and close contract (5011-0001) issued to Valdes, LLC in the amount of \$40,138.53 - Contract expired.

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

11. RESIDENCY WAIVERS - JANELLE CHADWICK

Motion to approve one Out of County Residency Waiver

Janelle stated there are currently eleven male beds and twenty female beds available, with two offers to DuPage County residents pending. County Board member Gustin asked if there is a policy in place regarding what criteria an individual must meet to gain admission. Janelle replied “yes”, and the connection to DuPage County is a key factor. Ms. Chadwick offered to send the policy to the County Board members.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

12. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

Janelle Chadwick stated with the two residents testing positive, units 1N and 3N are on quarantine. The Care Center will have to pause admissions for fourteen days and determine how to move residents within the units. Member Galassi asked about the testing policy. Janelle replied they do contact tracing, and act on symptoms, testing more than the requirement. For instance, the two cases they have now tested negative in the morning and positive in the evening. The Care Center's Director of Nursing, Anabelle, has taken a conservative approach. Testing more frequently than the requirement has been very successful in keeping outbreaks minimized.

13. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating reminded the committee that the full Community Development Commission meets today at 11:00 a.m. in room 3500B. This is the annual meeting. All board members are members of the full Community Development Commission as well as a representative from every municipality. The primary role of the full commission is to elect the Executive Committee. The Executive Committee is the core of the group that carries on the work of Community Development through the remainder of the year. Quorum is important. She encouraged all to attend.

Keith Briggs will be doing a security presentation next week along with some tours of renovation changes within the building.

One of the exciting renovations is Community Services' new reception area and intake rooms. The new intake rooms provide privacy and real separation between staff and clients. This is phase one of the remodel of the whole intake area for Community Services, which has been primarily ARPA funded.

14. OLD BUSINESS

No old business was discussed.

15. NEW BUSINESS

No new business was discussed.

16. ADJOURNMENT

Motion to Adjourn

There being no further business, the meeting was adjourned at 9:58 AM.

RESULT:	ADJOURNED
MOVER:	Paula Garcia
SECONDER:	Michael Childress



Finance Resolution

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

File #: FI-R-0116-23

Agenda Date: 4/18/2023

Agenda #: 9.F.

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE AGING CASE COORDINATION UNIT FUND PY23
COMPANY 5000 - ACCOUNTING UNIT 1660
\$30,000.00

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Aging Case Coordination Unit Fund PY23, Company 5000 Accounting Unit 1600 pursuant to Resolution FI-R-0379-22 for the period October 1, 2022 through November 30, 2023; and

WHEREAS, the County of DuPage has been notified by AgeGuide Northeastern Illinois Area Agency on Aging that additional grant funds in the amount of \$30,000.00 (THIRTY THOUSAND AND 00/100 DOLLARS) are available to support the Case Coordination Program; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional funding in the amount of \$30,000.00 (THIRTY THOUSAND AND 00/100 DOLLARS) is hereby accepted; and

BE IT FURTHER RESOLVED that the additional appropriation on the attached sheet (Attachment I) in the amount of \$30,000.00 (THIRTY THOUSAND AND 00/100 DOLLARS) be made and added to the Aging Case Coordination Unit Fund PY23, Company 5000 - Accounting Unit 1660 and that the program continue as originally approved in all other respects; and

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

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

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

Enacted and approved this 25th of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION FOR
THE AGING CASE COORDINATION UNIT FUND PY23
COMPANY 5000 – ACCOUNTING UNIT 1660
\$30,000

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 30,000

TOTAL ANTICIPATED REVENUE \$ 30,000

EXPENDITURES

COMMODITIES

52100-0000 - I.T. Equipment-Small Value \$ 25,000

52220-0000 - Wearing Apparel 2,500

TOTAL COMMODITIES \$ 27,500

CONTRACTUAL

53800-0000 - Printing \$ 2,500

TOTAL CONTRACTUAL \$ 2,500

TOTAL ADDITIONAL APPROPRIATION \$ 30,000



File #: FI-R-0117-23

Agenda Date: 4/18/2023

Agenda #: 9.G.

ACCEPTANCE AND APPROPRIATION OF
THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
HHS SUPPLEMENTAL GRANT PY23
INTER-GOVERNMENTAL AGREEMENT NO. 23-274028
COMPANY 5000 - ACCOUNTING UNIT 1420
\$1,118,000

(Under the administrative direction of
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$1,118,000 (ONE MILLION, ONE HUNDRED EIGHTEEN THOUSAND AND NO/100 DOLLARS) are available to be used to increase energy assistance to low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 23-274028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from March 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 the Inter-Governmental Agreement No. 23-274028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) be made to establish the Low-Income Home Energy Program HHS Supplemental Grant PY23, Company 5000 - Accounting Unit 1420 for the period March 1, 2023 through June 30, 2024; and

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

Full-Time

50000 (2) 1949 Grade 109 Utility Assistance Specialist \$33,951 - \$56,584

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

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

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

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ADDITIONAL APPROPRIATION FOR THE
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM HHS SUPPLEMENTAL GRANT PY23
INTER-GOVERNMENTAL AGREEMENT NO. 23-274028
COMPANY 5000 – ACCOUNTING UNIT 1420
\$1,118,000

REVENUE

41000-0002 - Federal Operating Grant - HHS \$ 1,118,000

TOTAL ANTICIPATED REVENUE \$ 1,118,000

EXPENDITURES

CONTRACTUAL

53821-0000 - Energy Grants 1,118,000

TOTAL CONTRACTUAL \$ 1,118,000

TOTAL ADDITIONAL APPROPRIATION \$ 1,118,000

GRANT AGREEMENT



BETWEEN

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

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 607 E Adams St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **135836026** is Grantee's correct DUNS Number; W7KRN7E54898 is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and **366006551** is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

1.2. Amount of Agreement. Grant Funds shall not exceed **\$1,118,000.00** of which **\$1,118,000.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **2302ILLIEI**, the federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2022**. If applicable, the Assistance Listing Program Title is **Low-Income Home Energy Assistance** and Assistance Listing Number is **93.568**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0090 and the CSFA Name is Low-Income Home Energy Assistance. The State Award Identification Number is 90-39965.

1.4. Term. This Agreement shall be effective on **03/01/2023** and shall expire on **06/30/2024** (the "Term"), unless terminated pursuant to this Agreement.

1.5. Certification. 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 shall 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 shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY**

DUPAGE COUNTY

By: _____
Signature of Kristin A. Richards, Director

By: _____
Signature of Authorized Representative

Date: _____

By: _____
Signature of Designee

Printed Name: Mary A Keating

Printed Title: Executive Director

Date: _____

Email: Mary.Keating@dupageco.org

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Other Approver

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is duly organized, validly existing and in good standing if applicable, under the laws of the state in which it was incorporated or organized.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 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. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to 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 the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

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

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

“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 the 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.

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

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

“DUNS Number” 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.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor’s Office of Management and Budget.

“Grant” 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 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.

"Unallowable Costs" 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 IV PAYMENT

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 the 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 shall 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 Section 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 the 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 the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed 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. Grantee agrees that Grantor shall 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 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 the 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. Grantee shall be paid 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 shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall 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 **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee 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 sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

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 shall be 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 GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall 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 will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. 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 shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall 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.

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 shall 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 the 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 the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(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 shall 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 costs 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. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. 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.

7.8. 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 708/520, Grantee shall 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 should 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 entity's organization (Paragraphs 7.4 through 7.7).

(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 G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall 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 Grant, 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 should 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 Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained 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.** Records of expenditures must be maintained 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 shall 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.

7.9. **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).*

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 10 of 49

costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications 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 (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contrwith 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 1961 (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, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and 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 them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(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), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** 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 shall 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 it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(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

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 11 of 49

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

(m) **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 shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Criminal Convictions.** Grantee certifies that 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. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **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 sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 12 of 49

respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, 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.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall 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, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly 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. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any 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.

11.3. 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 shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with 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.

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

11.6. 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 shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall 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.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall 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, the 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 shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. 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 shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall 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 XIII FINANCIAL REPORTING REQUIREMENTS

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 200.208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report no later than 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 for this Agreement or Agreement termination. The format of this Close-out Report shall 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 will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall 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 of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. **Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 15 of 49

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)(1).

14.3. 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. Appendices may be used to include additional supportive documentation. 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.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. 2 CFR 200.301; 200.211.

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and 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.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to 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 the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The 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 Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the audit.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. 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

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 16 of 49

issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the 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 Grants, 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 G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, 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 shall 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 Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(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) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "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 Grants, Grantee is required to 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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the 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 Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(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 is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to 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 Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such 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 will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. 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).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(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 Grant;

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

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. 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 determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. 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 shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. 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 of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall 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:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) 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. 2 CFR 200.343.

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant 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 sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor 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 XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall 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).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees 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 agrees that it will 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 will provide any and 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. This ARTICLE XIX 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 XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used 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 the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. 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, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. 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 shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant 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. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the 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.

22.3. 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 which cost 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 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are

obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within 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. The Grantee shall 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.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, 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 XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. 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 shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to 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]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to 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 to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall 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**.

24.2. 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 shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will 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 will be required to 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 shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 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 entity. 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 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 shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

26.1. 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 Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

26.5. 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.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act 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.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be 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.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall 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)).

26.12. 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 shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(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.

26.13. 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 shall control. 30 ILCS 708/80.

26.14. Headings. Article 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.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 24 of 49

be 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 shall be deemed original for all purposes.

26.17. 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, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the 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 XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit E** within the term of this Agreement, as provided in paragraph 1.4, herein.

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

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

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

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

Program Objective

Grantee must use Grant Funds provided under this Agreement for the LIHEAP to develop and implement a program to assist low income, Illinois residents conserve fuel and defray rising costs of energy as set forth in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by the Grantor to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment A). The Grantor shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with the Energy Assistance Act (305 ILCS 20/1 *et seq.*), applicable sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Subpart H of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low Income Home Energy Assistance Act of 1981, the Federal Economic Opportunity Act of 1964 (42 USC § 2701 (*see also* 42 USC § 8621 *et seq.*, Chapter 94, Subchapter II)), the Illinois Administrative Rules (47 Ill. Admin. Code Part 100), and any other applicable regulations and policies promulgated by the federal and state governments and by the Grantor. The Grantee further agrees that this Agreement is subject to such modifications which the Grantor determines may be required by federal or state laws, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to, paragraphs 5.2 and 6.2.

EXHIBIT B

DELIVERABLES OR MILESTONES

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

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

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

EXHIBIT C

PAYMENT

Grantee shall receive \$1,118,000.00 under this Agreement.

Enter specific terms of payment here:

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

Reimbursement

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

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

The Grantee acknowledges and agrees that its address set forth below is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Grantor is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Grantor of its current/last known address. In the event that the Grantee changes its current address, it shall contact its Grant Manager and notify him or her of the change of address. In the event that Grantor's contact information changes, Grantor shall notify the Grantee of the change.

GRANTOR CONTACT

Name: Amy Devos
 Title: Grant Manager
 Address: 607 E Adams St
 Springfield, IL 62701
 Phone: 217-558-1656
 TTY#: (800) 785-6055
 Fax#: N/A
 Email Address: Amy.Devos@Illinois.gov

GRANTEE CONTACT

Name: Mary A Keating
 Title: Executive Director
 Address: 421 North County Farm Road
 Wheaton, IL 60187-3978
 Phone: 630-407-6457
 TTY#: N/A
 Fax#: 630-407-6501
 Email Address: Mary.Keating@dupageco.org
 Additional Information:

The following are designated as Authorized Designee(s) for the Grantee (See Part Two, Article XXVII):

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Megan Street
Email: Megan.Street@Illinois.gov
Phone: 217-785-6435
Fax#: N/A

Address: 607 E Adams St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

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

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

EXHIBIT F

PERFORMANCE STANDARDS

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

EXHIBIT G

SPECIFIC CONDITIONS

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

No Specific Conditions.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII AUTHORIZED SIGNATORY

27.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein in paragraph 1.6 or **Exhibit D**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit D**. Without such notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit D**. If an Authorized Designee(s) appears on **Exhibit D**, please verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXVIII ADDITIONAL AUDIT PROVISIONS

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

ARTICLE XXIX ADDITIONAL MONITORING PROVISIONS

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

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

**ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS**

30.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to paragraphs 4.3 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in paragraphs 4.3 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.1 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS**

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

**ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

- (a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (i) Are not presently declared ineligible or voluntarily excluded from contract with any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 36 of 49

obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

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

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

Any request for an exception to the provisions of this paragraph 32.1(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

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

ARTICLE XXXIII

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

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

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

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

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

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 37 of 49

recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

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

33.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee 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. The payment requirements of this paragraph 33.5 supersede those set forth in paragraph 4.8.

ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

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

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee shall contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and E**).

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

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a

modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

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

ARTICLE XXXV ADDITIONAL CONFLICT OF INTEREST PROVISIONS

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

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

ARTICLE XXXVI ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

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

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

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

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

**ARTICLE XXXVII
APPLICABLE STATUTES**

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

37.1. Grantee Responsibility. All applicable federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

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

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

37.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) workweeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

37.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has four (4) or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

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

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 40 of 49

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

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

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

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

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

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

(b) **Protection of Personal Information.** The Grantee shall use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award Activities and (i) not use any Personal Information for any purpose outside the scope of the Award Activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it shall require the contractor or agent to comply with the provisions of this paragraph 37.8.

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

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

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 41 of 49

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

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this paragraph 37.8, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

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

ARTICLE XXXVIII ADDITIONAL MISCELLANEOUS PROVISIONS

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

38.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (i) a Termination or Suspension (ARTICLE XVI), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXXIV) or (c) Assignments (paragraph 26.4) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXIX ADDITIONAL REQUIRED CERTIFICATIONS

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

39.1. Compliance With Applicable Law. The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.

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

39.3. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. 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.**

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL REPORT DELIVERABLE SCHEDULE

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

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 15.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

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

January 2024

- Annual Annual Financial Report (01/30/2024) - Covering Period of 03/01/2023 - 12/31/2023; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2024) - Covering Period of 03/01/2023 - 12/31/2023; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

July 2024

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

August 2024

- End of grant Closeout Financial Report and Reconciliation (08/14/2024) - Covering Period of 03/01/2023 - 06/30/2024; Send To: Grant Manager
 - Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (08/14/2024) - Covering Period of 03/01/2023 - 06/30/2024; Send To: Grant Manager
 - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in

the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XLI GRANT-SPECIFIC TERMS/CONDITIONS

41.1. This Agreement is issued contingent upon the Grantee's successful completion of the 2022 Low-Income Home Energy Assistance Program ("LIHEAP"). Failure of the Grantee to comply with the terms and conditions of the 2022 LIHEAP Grant Agreement may result in termination of this Grant Agreement.

41.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for U.S. Department of Health and Human Services ("HHS") awards at 45 CFR Part 75, which implement the language in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the "Uniform Requirements"). For the avoidance of doubt, all references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

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

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

41.4. Additional Reporting Requirements. In addition to the reporting requirements set forth in paragraphs 13.1, 14.1 and 40.3, herein, as applicable, the Grantee must provide the following additional reports to Grantor:

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

41.5. Method of Compensation.

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

(b) Costs allocated to this Award must conform to the HHS cost principles at 45 CFR Part 75 and as set forth in the Uniform Requirements, as applicable. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

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

41.7. Non-Expendable Personal Property.

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

(b) In addition to Article XXII, herein the Grantee agrees to comply with the applicable property standards set forth in 45 CFR §§ 75.316–75.323, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized LIHEAP purposes under this Award. Specifically, as set forth under 45 CFR §§ 75.319–75.321, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior Grant Agreements.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by the Grantee in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 45 CFR 75.320 and paragraph 22.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without the prior written approval of Grantor.

(d) In accordance with 45 CFR §§ 75.320–75.321, Non-expendable Personal Property must be used for LIHEAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for "shared use" with other activities, provided that such use will not interfere with its primary use for the original purposes of LIHEAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor's written approval.

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

41.8. Procurement. Grantee shall follow the procurement standards as established in 45 CFR §§ 75.326 – 75.335.

41.9. Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 45 CFR 75.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's non-federally-funded activities and in accordance with the Grantee's written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor's Travel Control Board. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or Grantor when they are specifically related to the Federal award.

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

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

41.11. Debarment. In addition to Grantee's certification in paragraph 8.1(k) and the representations and warranties in paragraph 32.1, herein Grantee must additionally certify that all contractors and subcontractors are in compliance with paragraphs 8.1(k) and 32.1 prior to engaging their services under this Agreement and must certify such compliance at least annually thereafter.

41.12. Bond and Depository Insurance Requirements.

(a) Pursuant to 45 CFR 75.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of **\$100,000** or the highest cash draw during the term of the Agreement.

(b) In accordance with the payment standards and requirements set forth in 45 CFR 75.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 45 CFR 75.305(b)(8). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

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

41.14. Additional Budget Modification Provisions.

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

(b) Grantor reserves the right to establish an initial amount of Grant Funds available to Grantee based on programmatic performance in previous years. Modifications to the Grantee's Budget

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

Page 47 of 49

will be initiated by Grantor if: (i) the Client Assistance cost category has been expended; (ii) the Grantee fails to expend Grant Funds in accordance with the original Budget or a revised Budget previously approved by Grantor; or (iii) Grantor determines that additional Grant Funds are necessary.

(c) In accordance with Article VI, herein Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 45 CFR 75.308, subject to the following:

- **Program Support:** Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. Grantee may *decrease* the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.
- **Client Benefits:** Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Client Benefits budget Line 0201 only. In no event may such transfers in this specific cost category result in an increase to the total Budget without prior Grantor written approval.
- **Direct Administrative Costs:** Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 300 series sub-line items except Line 317 Indirect Costs in the Direct Administration cost category of the Budget. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget.

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

41.15. Fraud, Waste, Abuse or Misconduct.

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

in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

(b) Definitions.

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

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

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

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

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

41.16. Billing Schedule. Notwithstanding the billing requirements set forth in paragraph 4.8 and the billing schedule set forth in paragraph 33.5, Grantee must submit any payment requests to Grantor within forty five (45) days after the grant end date. Failure to submit such payment requests timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

Attachment A. Budget

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2023
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:	N/A	CSFA Number:	420-70-0090
		Grant Number:	23-274028
CSFA Description:	Low-Income Home Energy Assistance		

Section A: State of Illinois Funds

Summary

Detail

Revenues

State of Illinois Grant Amount Requested \$1,118,000.00

Budget Expenditure Categories

1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)	\$1,118,000.00	
0201 DIRECT CLIENT BENEFITS		\$1,118,000.00
16. Total Direct Costs (add lines 1-15)	\$1,118,000.00	\$1,118,000.00
17. Total Indirect Costs (200.414)		
Rate: 0 %		
Base: 		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$1,118,000.00	\$1,118,000.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

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

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

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

Select ONLY One:

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

☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate: %

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

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

Indirect Cost Rate: % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

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

Institution/Organization: DuPage County

Signature: _____

Printed Name: Mary Keating

Title: Director, DuPage County Dept of Community Services

Phone: (630) 407-6457

Date: _____

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

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



HS Resolution

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

File #: HS-R-0050-23

Agenda Date: 4/18/2023

Agenda #: 13.A.

APPROVAL OF ISSUANCE OF PAYMENTS BY DUPAGE COUNTY
TO ENERGY ASSISTANCE PROVIDERS THROUGH
THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
HHS SUPPLEMENTAL GRANT PY23 NO. 23-274028
IN THE AMOUNT OF \$1,118,000

WHEREAS, the County of DuPage receives grant funds and administers the Low-Income Home Energy Assistance HHS Supplemental Grant PY23, Inter-Governmental Agreement No. 23-274028, Company 5000 - Accounting Unit 1420; and

WHEREAS, the energy assistance budget for the Low-Income Home Energy Assistance HHS Supplemental Grant PY23, Inter-Governmental Agreement No. 23-274028 is \$1,118,000 (ONE MILLION, ONE HUNDRED EIGHTEEN THOUSAND AND NO/100 DOLLARS); and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the Low-Income Home Energy Assistance HHS Supplemental Grant PY23, Inter-Governmental Agreement No. 23-274028, Company 5000 - Accounting Unit 1420, for the period March 1, 2023 through June 30, 2024, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of \$1,118,000 (ONE MILLION, ONE HUNDRED EIGHTEEN THOUSAND AND NO/100 DOLLARS).

Enacted and approved this 25th of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



HS Resolution

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

File #: HS-R-0051-23

Agenda Date: 4/18/2023

Agenda #: 13.B.

APPROVAL OF FUNDING INCREASE FOR
PROPOSED COMMUNITY DEVELOPMENT BLOCK
GRANT - CORONAVIRUS (CDBG-CV)
AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE DUPAGE CARE CENTER

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds ("CDBG") from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383)("ACT"); and

WHEREAS, as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), Public Law 116-136, the County of DuPage, through DuPage County Community Development, has been awarded by HUD Community Development Block Grant-CARES Act (CDBG-CV) funding to support local projects responding to the COVID-19 pandemic; and

WHEREAS, the County Board approved Substantial Amendment #5 to the 2019 Action Plan Element of the 2015-2019 DuPage County Consolidated Plan for Housing and Community Development on 05/11/2021 under Resolution HHS-R-0246-21 on May 11, 2021, which allocated CDBG-CV funding toward proposed projects; and

WHEREAS, Substantial Amendment #5 to the 2019 Action Plan Element of the 2015-2019 DuPage County Consolidated Plan allocated \$1,000,000 (ONE MILLION AND NO/100 DOLLARS) in CDBG-CV funding for capital improvements associated with the DuPage Care Center COVID-19 Rehabilitation Project, identified to respond to the COVID-19 pandemic and prevent the spread of future communicable disease; and

WHEREAS, DuPage Care Center identified a need for additional funding to increase the scope of the proposed capital improvement project responding to the COVID-19 pandemic, and has therefore submitted a formal request dated 03/28/2023 for an additional \$900,000.00 (NINE HUNDRED THOUSAND AND 00/100 DOLLARS) in CDBG-CV funding for a total award of ONE MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,900,000.00); and

WHEREAS, Minor Amendment #6 to the 2019 Action Plan Element of the 2015-2019 DuPage County Consolidated Plan allocated an additional \$500,000 (FIVE HUNDRED THOUSAND AND NO/100 DOLLARS) in CDBG-CV funds for anticipated increased costs associated with the capital improvements to the facility to respond to COVID-19 and prevent the spread of future communicable disease; and

WHEREAS, Minor Amendment #7 to the 2019 Action Plan Element of the 2015-2019 DuPage County Consolidated Plan allocated an additional \$400,000 (FOUR HUNDRED THOUSAND AND NO/100 DOLLARS) in CDBG-CV for anticipated increased costs associated with the capital improvements to the facility to respond to COVID-19 and prevent the spread of future communicable disease; and

WHEREAS, the request for an increase of \$900,000.00 (NINE HUNDRED THOUSAND AND 00/100 DOLLARS) in CDBG-CV funding, for a total award of \$1,900,000 (ONE MILLION NINE HUNDRED THOUSAND AND 00/100 DOLLARS), was approved the DuPage Community Development Commission on April 4, 2023, and by the DuPage County Human Services Committee on April 18, 2023.

NOW, THEREFORE, BE IT RESOLVED by the County Board that said funding increase is hereby approved; and

BE IT FURTHER RESOLVED, that the Chair of the DuPage County Board is authorized and directed to execute an Agreement in the amount of \$1,900,000.00 on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send a copy of this Resolution to DuPage Care Center at 400 N County Farm Road in Wheaton, IL 60187 and a copy to the DuPage Community Development Commission.

Enacted and approved this 25th day of April 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

**Community
Development**
630-407-6600
Fax: 630-407-6601

Family Center
422 N. County Farm Rd.
Wheaton, IL 60187
630-407-2450
Fax: 630-407-2451

**Housing Supports
and Self-Sufficiency**
630-407-6500
Fax: 630-407-6501

Intake and Referral
630-407-6500
Fax: 630-407-6501

Senior Services
630-407-6500
Fax: 630-407-6501

COMMUNITY SERVICES

630-407-6500
Fax: 630-407-6501
csprograms@dupageco.org

www.dupageco.org/community

TO: Greg Schwarze, Chairman and Committee Members
Human Services Committee

FROM: Mary A. Keating, Director,
Department of Community Services

DATE: April 6, 2023

SUBJECT: CDCV21-01 Care Center – CDBG-CV Funding Increase

The following action was approved by the Community Development Commission on 04/04/2023.

Action Requested: Staff recommend approval of an additional \$900,000 in Community Development Block Grant -Coronavirus (CDBG-CV) funds for award CDCV21-01 with the DuPage Care Center for replacement of Air Handling Units in response to COVID-19.

Details:

In the fall of 2021, DuPage Care Center submitted an application for \$1,000,000 in CDBG-CV funds to replace three Air Handling Units (AHUs) to respond to COVID-19 and prevent the spread of future communicable disease. The Community Development Commission Executive Committee meeting approved the project during the 04/06/2021. The project was included as part of Substantial Amendment #5 to the 2019 Action Plan, approved by County Board and submitted to HUD on 05/05/2021, under Resolution HHS-R-0246-21.

During additional preparatory work, Facilities Management identified a fourth AHU in need of replacement to respond to COVID-19 and prevent the spread of future communicable disease. Newly obtained cost estimates for replacement of four AHUs revealed increased project costs totaling \$2,925,000.00, an increase of \$1,869,930 from the original total project estimate of \$1,055,070.00. The increased costs have resulted in a need of additional CDBG-CV funds.

On 03/28/2023, Facilities Management submitted a request letter on behalf of the DuPage Care Center for additional CDBG-CV funding in the amount of \$900,000 to support the project. Staff recommends additional funds be awarded to DuPage Care Center AHU replacement project to address the need expressed by Facilities Management. Additional funds will allow the project to include one additional AHU replacement to benefit the residents. CDBG-CV administration & planning funds are available to reprogram into the project, which will aid in meeting the regulatory 80% expenditure deadline of 06/04/2024.

All requests for additional funds are reviewed on a case-by-case basis and are subject to approval by the Community Development Commission, Human Services Committee, and County Board.



**DUPAGE
COUNTY**

FACILITIES MANAGEMENT

630-407-5700
Fax: 630-407-5701

www.dupageco.org/facilities

March 28, 2023

Mary Keating
Director
DuPage County Community Services
421 N County Farm Road
Wheaton, IL 60187

Dear Ms Keating:

On behalf of the DuPage Care Center (DPCC), Facilities Management is respectfully requesting additional funding from Community Development Block Grant - Coronavirus (CDBG-CV) in the amount of \$900,000.

COVID-19 has significantly impacted the operation of DPCC in many ways. One significant impact was the inability to accept admissions for months over 2020 and 2021. This resulted in a significant loss of revenue. In Fall 2021 a project application was submitted requesting \$1,000,000.00 for capital improvements to the facility. During project prep work we identified four Air Handling Units (AHUs) that were showing signs of age-related wear, corrosion, and are past their life expectancy. In addition, the UV-C System will improve indoor air quality and minimize the exposure to airborne infections.

Recent cost estimates and HVAC assessment report indicate priority work should be given to air handlers that serve potentially immunocompromised resident areas and will exceed the original funding approval of \$1,000,000. Therefore, I am requesting additional funding in the amount of \$900,000. This will allow us to address more of the identified HVAC work needed. Your consideration is greatly appreciated.

Respectfully submitted,

A black rectangular box redacting the signature of Tim Harbaugh.

Tim Harbaugh, P.E., DEE
Deputy Director of Facilities

The County of DuPage

Kenneth Moy DuPage Care Center HVAC Replacements

PROJECT BUDGET AHU S-1 (Mechanical Room G15)



January 27, 2023

PKG #	TRADE PACKAGE	BUDGET
06A-1	General Trades	\$ 10,000
23A-1	HVAC	\$ 570,000
26A-1	Electrical	\$ 40,000
TRADE PACKAGE SUBTOTAL		\$ 620,000

Preconstruction	\$	-
General Conditions (Supervision)	\$	-
Project General Conditions	\$	-
Kluber A+E - Architectural Fees (Construction)	\$	-
Performance Bond	*Not Required	
Construction Management Fee (4.0%)	\$	-
Insurance (1.0%)	\$	-
SUBTOTAL (Lamp Incorporated Services)		\$ -
Construction Contingency (20%)	\$	-
Escalation (5%)	\$	-
SUBTOTAL		\$ -
Owner Costs (Permits, Testing, etc.)	\$	-
Commissioning	*By Owner	
FF&E	*By Owner	
SUBTOTAL		\$ -

PROJECT TOTAL \$ 620,000

1. THIS IS AN OPINION OF PROBABLE COST ONLY. LAMP INCORPORATED HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR SERVICES FURNISHED, OVER CONTRACTOR'S METHODS OF DETERMINING PRICES, COMPETITIVE BIDDING, MARKET CONDITIONS OR NEGOTIATING TERMS. KNIGHT E/A DOES NOT GUARANTEE THAT THIS OPINION WILL NOT VARY FROM ACTUAL COST, OR CONTRACTOR BIDS.

2. PREVAILING WAGE RATES WERE USED FOR THIS OPINION OF PROBABLE CONSTRUCTION COST.

3. THIS OPINION OF PROBABLE CONSTRUCTION COST WAS DEVELOPED IN JANUARY 2023 AND INCLUDES AN ALLOWANCE OF FIVE PERCENT (5%) FOR ESCALATION.

Tom McGrath
Lamp Incorporated
Vice President of Estimating

The County of DuPage

Kenneth Moy DuPage Care Center HVAC Replacements

PROJECT BUDGET AHU S-2 (Mechanical Room G15)



January 27, 2023

PKG #	TRADE PACKAGE	BUDGET
06A-1	General Trades	\$ 10,000
23A-1	HVAC	\$ 840,000
26A-1	Electrical	\$ 40,000
TRADE PACKAGE SUBTOTAL		\$ 890,000

Preconstruction	\$	-
General Conditions (Supervision)	\$	-
Project General Conditions	\$	-
Kluber A+E - Architectural Fees (Construction)	\$	-
Performance Bond	*Not Required	
Construction Management Fee (4.0%)	\$	-
Insurance (1.0%)	\$	-
SUBTOTAL (Lamp Incorporated Services)		\$ -
Construction Contingency (20%)	\$	-
Escalation (5%)	\$	-
SUBTOTAL		\$ -
Owner Costs (Permits, Testing, etc.)	\$	-
Commissioning	*By Owner	
FF&E	*By Owner	
SUBTOTAL		\$ -

PROJECT TOTAL \$ 890,000

1. THIS IS AN OPINION OF PROBABLE COST ONLY. LAMP INCORPORATED HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR SERVICES FURNISHED, OVER CONTRACTOR'S METHODS OF DETERMINING PRICES, COMPETITIVE BIDDING, MARKET CONDITIONS OR NEGOTIATING TERMS. KNIGHT E/A DOES NOT GUARANTEE THAT THIS OPINION WILL NOT VARY FROM ACTUAL COST, OR CONTRACTOR BIDS.

2. PREVAILING WAGE RATES WERE USED FOR THIS OPINION OF PROBABLE CONSTRUCTION COST.

3. THIS OPINION OF PROBABLE CONSTRUCTION COST WAS DEVELOPED IN JANUARY 2023 AND INCLUDES AN ALLOWANCE OF FIVE PERCENT (5%) FOR ESCALATION.

Tom McGrath
Lamp Incorporated
Vice President of Estimating

The County of DuPage

Kenneth Moy DuPage Care Center HVAC Replacements

PROJECT BUDGET AHU S-6 (Penthouse A)



January 27, 2023

PKG #	TRADE PACKAGE	BUDGET
06A-1	General Trades	\$ 10,000
23A-1	HVAC	\$ 600,000
26A-1	Electrical	\$ 30,000
TRADE PACKAGE SUBTOTAL		\$ 640,000

Preconstruction	\$ -
General Conditions (Supervision)	\$ -
Project General Conditions	\$ -
Kluber A+E - Architectural Fees (Construction)	\$ -
Performance Bond	*Not Required
Construction Management Fee (4.0%)	\$ -
Insurance (1.0%)	\$ -
SUBTOTAL (Lamp Incorporated Services)	\$ -
Construction Contingency (20%)	\$ -
Escalation (5%)	\$ -
SUBTOTAL	\$ -
Owner Costs (Permits, Testing, etc.)	\$ -
Commissioning	*By Owner
FF&E	*By Owner
SUBTOTAL	\$ -

PROJECT TOTAL \$ 640,000

1. THIS IS AN OPINION OF PROBABLE COST ONLY. LAMP INCORPORATED HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR SERVICES FURNISHED, OVER CONTRACTOR'S METHODS OF DETERMINING PRICES, COMPETITIVE BIDDING, MARKET CONDITIONS OR NEGOTIATING TERMS. KNIGHT E/A DOES NOT GUARANTEE THAT THIS OPINION WILL NOT VARY FROM ACTUAL COST, OR CONTRACTOR BIDS.

2. PREVAILING WAGE RATES WERE USED FOR THIS OPINION OF PROBABLE CONSTRUCTION COST.

3. THIS OPINION OF PROBABLE CONSTRUCTION COST WAS DEVELOPED IN JANUARY 2023 AND INCLUDES AN ALLOWANCE OF FIVE PERCENT (5%) FOR ESCALATION.

Tom McGrath
Lamp Incorporated
Vice President of Estimating

The County of DuPage

Kenneth Moy DuPage Care Center HVAC Replacements

PROJECT BUDGET AHU S-8 (Penthouse B)



January 27, 2023

PKG #	TRADE PACKAGE	BUDGET
06A-1	General Trades	\$ 10,000
23A-1	HVAC	\$ 735,000
26A-1	Electrical	\$ 30,000
TRADE PACKAGE SUBTOTAL		\$ 775,000

Preconstruction	\$	-
General Conditions (Supervision)	\$	-
Project General Conditions	\$	-
Kluber A+E - Architectural Fees (Construction)	\$	-
Performance Bond		*Not Required
Construction Management Fee (4.0%)	\$	-
Insurance (1.0%)	\$	-
SUBTOTAL (Lamp Incorporated Services)		\$ -
Construction Contingency (20%)	\$	-
Escalation (5%)	\$	-
SUBTOTAL		\$ -
Owner Costs (Permits, Testing, etc.)	\$	-
Commissioning		*By Owner
FF&E		*By Owner
SUBTOTAL		\$ -

PROJECT TOTAL \$ 775,000

1. THIS IS AN OPINION OF PROBABLE COST ONLY. LAMP INCORPORATED HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR SERVICES FURNISHED, OVER CONTRACTOR'S METHODS OF DETERMINING PRICES, COMPETITIVE BIDDING, MARKET CONDITIONS OR NEGOTIATING TERMS. KNIGHT E/A DOES NOT GUARANTEE THAT THIS OPINION WILL NOT VARY FROM ACTUAL COST, OR CONTRACTOR BIDS.

2. PREVAILING WAGE RATES WERE USED FOR THIS OPINION OF PROBABLE CONSTRUCTION COST.

3. THIS OPINION OF PROBABLE CONSTRUCTION COST WAS DEVELOPED IN JANUARY 2023 AND INCLUDES AN ALLOWANCE OF FIVE PERCENT (5%) FOR ESCALATION.

Tom McGrath
Lamp Incorporated
Vice President of Estimating

*To Be Used For Capital Applications Only

2021 CDBG-CV Application Capital Budget		Total Cost	CDBG-CV Funding
A Project Costs and Use of County Funds			
1	Appraisal		
2	Environmental Study		
3	Market Study		
4	Survey		
5	Utility Fees		
6	Other (legal fees etc.):		
	Total Project Planning Costs:	\$0.00	
B Acquisition			
1	Land Acquisition Costs		
2	Land Acquisition Closing Costs (title, recording, etc.)		
3	Building Acquisition Costs		
4	Building Acquisition Costs (title, recording, etc.)		
5	Other		
	Total Acquisition Costs:	\$0.00	\$0.00
C Construction/Rehab Costs			
1	Environmental Clearance/Mitigation		
2	Site Clearing/Demolition		
3	Excavation		
4	Trenching		
5	Backfilling		
6	Site Grading		
7	Driveway		
8	Concrete: Basement & Garage Floors/Foundation/Flatwork		
9	Masonry: Foundation/Veneer/Fireplace/Chimney/Retaining Wall		
10	Structural Metals		
11	Rough Carpentry	\$20,000.00	
12	Finish Carpentry	\$20,000.00	
13	Roofing		
14	Insulation		
15	Exterior Siding		
16	Exterior Trim		
17	Gutters/Downspouts		
18	Windows		
19	Exterior Doors		
20	Interior Doors		
21	Garage Door		
22	Door Hardware		
23	Specialties: Towel racks/Mirrors/Closet Racks/Etc.		
24	Equipment/Appliances		
25	Cabinets		
26	Countertops		
27	Accessibility Modifications		
28	Sprinkler System		
29	Rough Plumbing		
30	Finish Plumbing		
31	Plumbing Fixtures		
32	HVAC	\$2,745,000.00	\$1,900,000.00
33	Rough Electrical	\$70,000.00	
34	Finish Electrical	\$70,000.00	
35	Electrical Fixtures		
36	Paving		
37	Fencing		
38	Landscaping		
39	Construction of New Structure		
40	Other Site Work		
41	Permits		
42	General Requirements		
43	Builder's Overhead		
44	Builder's Profit		
45	Bonding Fee		
46	Builder's Risk Insurance		
47	Relocation		
48	Loss of Rental Income		
49	Contingency		
50	Other:		
	Total Construction and Rehab Costs:	\$2,925,000.00	\$1,900,000.00

D	D. Development Costs		
1	Real Estate Matters:		
a	Partnership Formation		
b	Subdivision		
c	Condominiumization		
d	Other:		
	Sub-Total Real Estate Matters Costs:	\$0.00	
2	Project Design		
a	Architectural		
b	Architectural Supervision		
c	Cost Estimate		
d	Engineering		
e	Value Engineering		
f	Site Investigation		
g	Other:		
	Sub-Total Project Design Costs:	\$0.00	
3	Marketing/Leasing		
a	Marketing		
b	Operating Reserve		
c	Other		
	Sub-Total Marketing/Leasing Costs:	\$0.00	
4	Developer's Fee		
a	Developer's Fee		
	Total Development Costs:	\$0.00	

E. Financing Costs		
1 Conventional Loans		
a Construction Loan Origination Fees		
b Construction Loan Legal Fees		
c Permanent Loan Origination Fees		
d Permanent Loan Legal Fees		
e Loan recordation Taxes/Fees		
f Other:		
Total Conventional Loans Costs:	\$0.00	
2 Other		
a Other Loans: Legal Fees		
b Other Loans: Loan Recordation Taxes/Fees		
c Construction Period Interest		
Total Other:	\$0.00	
Total Financing Costs:	\$0.00	
GRAND TOTAL:	\$2,925,000.00	\$1,900,000.00

Construction or Permanent Financing						
Name of Lender or Source of Funds, Contract Persons and Telephone Number	Amount Funded	Annual Debt Service	Annual Interest Rate	Amortization Period	Loan Term Years	Commitment Date
TOTAL	\$0.00	\$0.00				

Please Attach Copies of Funding Commitment Letters and all Cost Estimates as part of the Application

Additional Narrative:

All CDBG dollars will be utilized, goal is to complete replacement of four Air Handler Units.

Printed Name (Include Credentials)

Signature (Include Credentials)

Date

By signing this capital budget, the signatory certifies they have received a detailed cost estimate for the project. The cost estimate has been completed by a qualified individual and has factored federal prevailing wage rates into all cost categories that require/include labor.



HS Requisition under \$30,000

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

File #: 23-1568

Agenda Date: 4/18/2023

Agenda #: 6.E.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
MINUTETRAQ ID#:	RFP, BID, QUOTE OR RENEWAL #: 0226120438	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$24,904.00
COMMITTEE: HEALTH & HUMAN SERVICES	TARGET COMMITTEE DATE: 04/18/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$24,904.00
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
Vendor Information		Department Information	
VENDOR: Insight Public Sector Sled	VENDOR #: 10809	DEPT: Community Services	DEPT CONTACT NAME: Natasha Belli
VENDOR CONTACT: Bob Erwin	VENDOR CONTACT PHONE: 800-467-4448	DEPT CONTACT PHONE #: 630-407-6498	DEPT CONTACT EMAIL: Natasha.Belli@dupageco.org
VENDOR CONTACT EMAIL: Bob.Erwin@insight.com	VENDOR WEBSITE: WWW.insight.com	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.). Updated laptop computers needed for ADRN/CRC funded staff using AgeGuide ARPA Grant monies, per Omnia contract #4400006644			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished \$24,904.00 in AgeGuide ARPA Grant funds will be used to purchase 22 laptops and docking stations for staff that support the ADRN/CRC programs.			

SECTION 2: FUNDING SOURCE

Budgeted for in the following accounts:	Company: 5000	Accounting Unit: 1660 AGING CASE COORI	Account Code: 52100	Fiscal Year: FY2023
Budget Transfer Date:	Additional Information:			

SECTION 3: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 4) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 4) is required. COOPERATIVE PROCUREMENT (DPC4-107) OR GOVERNMENT JOINT PURCHASING ACT PROCUREMENT (30ILCS525)

SECTION 4: DECISION MEMO						
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE					
SOURCE SELECTION	Describe method used to select source. Source has been used previously to supply products to department, budget is a state financed grant					
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). Staff need updated computers to access state databases and software to serve clients efficiently. Can seek upgrades to software and/or use paper and do all processes manually					
FISCAL IMPACT AND COST SUMMARY	Provide projected cost, approved budget amount, and expenditure account codes for each fiscal year. Explain any other relevant fiscal issues, such as source of funds, in the Additional Fiscal Notes Section. Five-year contracts are only allowed with advanced approval from the Chief Financial Officer and the Chief Procurement Officer.					
	Fiscal Year	Projected Cost Amt	Budgeted Amt	Company	Accounting Unit	Account Code
Year 1	FY2023	\$24,904.00	\$30,000.00	5000	1660 AGING CASE	52100
Year 2						
Year 3						
Year 4						
Year 5						
Additional Fiscal Notes: ARPA funded						

SECTION 5: 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 6: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Insight Public Sector Sled	Vendor#: 10809	Dept: Community Services	Division: Senior Services
Attn: Bob Erwin	Email: Bob.Erwin@insight.com	Attn: Natasha Belli	Email: Natasha.Belli@dupageco.org
Address: 2701 E Insight Way	City: Chandler	Address: 421 N. County Farm Road	City: Wheaton
State: AZ	Zip: 85286-1930	State: IL	Zip: 60187
Phone: 480-366-7058	Fax:	Phone: 630-407-6498	Fax: 630-407-6501
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Insight Public Sector Sled	Vendor#: 10809	Dept: IT	Division: IT
Attn: Bob Erwin	Email: Bob.Erwin@insight.com	Attn: Shanita Thompson	Email: Shanita.Thompson@dupageco.org
Address: 2701 E Insight Way	City: Chandler	Address: 421 N. County Farm Road	City: Wheaton
State: AZ	Zip: 85286-1930	State: IL	Zip: 60187
Phone: 480-366-7058	Fax:	Phone: 630-407-5063	Fax:
<i>Shipping</i>		<i>Shipping</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	PO20 Delivery Date:	Requisitioner:
Contract Administrator (PO25):		Contract Start Date (PO25):	Contract End Date (PO25):

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	22	EA	687P3UT#ABA	HP Probook 450 G9 Notebook	2023	5000	1660 AC	52100	23-703S 52100	985.00	21,670.00
2	22	EA	72C71AA#ABA	HP USB-C Dock G5 Docking Station	2023	5000	1660 AC	52100	23-703S 52100	147.00	3,234.00
3		EA									0.00
Requisition Total										\$	24,904.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please return a final copy of the PO to Michelle Tunk in Finance.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.

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

SOLD-TO PARTY 10002733

DUPAGE COUNTY
421 N COUNTY FARM RD
WHEATON IL 60187-3978

SHIP-TO

DUPAGE COUNTY
SHANITA THOMPSON
421 N COUNTY FARM RD
WHEATON IL 60187-3978

Quotation

Quotation Number : [0226120438](#)
Document Date : 29-MAR-2023
PO Number :
PO release: :
Sales Rep : Bob Erwin
Email : BOB.ERWIN@INSIGHT.COM
Telephone : +14803667058

We deliver according to the following terms:

Payment Terms : Net 90 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery: : FOB DESTINATION
Currency : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners Public Sector (formerly U.S. Communities).
Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

Material	Material Description	Quantity	Unit Price	Extended Price
687P3UT#ABA	HP ProBook 450 G9 Notebook - Wolf Pro Security - 15.6" - Core i7 1255U - 16 GB RAM - 512 GB SSD - US - with HP Wolf Pro Security Edition (1 year) OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	22	985.00	21,670.00
72C71AA#ABA	HP USB-C Dock G5 - Essential - docking station - USB-C - HDMI, 2 x DP - GigE OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)	22	147.00	3,234.00
Product Subtotal				24,904.00
TAX				0.00
Total				24,904.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Bob Erwin
+14803667058
BOB.ERWIN@INSIGHT.COM

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

Insight Public Sector (IPS) is proud to be a contract holder for the OMNIA Partners Technology Products, Services & Solutions Contract.

This competitively solicited contract is available to participating agencies of OMNIA Partners. OMNIA Partners assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 23 2016

Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, Az 85283

Attention: Erica Falchetti

Reference: RFP 2000001701, Technology Products, Services, Solutions & Related
Products and Services

Dear Ms. Falchetti:

Acceptance Agreement

Contract Number: 4400006644

This acceptance agreement signifies a contract award for Technology Products, Services, Solutions and Related Products and Services. The period of the contract shall be from May 1, 2016 through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnette Robinson, at 703-324-3281 or via e-mail at Lonneta.Robinson@fairfaxcounty.gov.

Sincerely,

Signature on File

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP2000001701

The County of Fairfax (hereinafter called the County) and Insight Public Sector, Inc., (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- a. The County's Request for Proposal RFP2000001701 and all Addenda;
- b. The Contractor's Technical and Cost Proposals dated September 21, 2015;
- c. The Contractor's Functional Roles per Labor Category dated December 2, 2015
- d. The Geographic Market Tiers dated 12/10/2015;
- e. This Memorandum of Negotiation;
- f. County purchase order;
- g. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:

1. Insight is awarded a contract for the following sections of the RFP:
 - 3.1.1 Technology Products
 - 3.1.2 Technology Services and Solutions
 - 3.1.3 Cisco Products, Services and Solutions
 - 3.1.4 HP Products, Services and Solutions
 - 3.1.5 Dell Products, Services and Solutions
 - 3.1.6 Panasonic Products, Services and Solutions
 - 3.1.7 EMC² Products, Services and Solutions
 - 3.1.8 CommVault Products, Services and Solutions
 - 3.1.9 Symantec Products, Services and Solutions
 - 3.1.10 Veritas Products, Services and Solutions
 - 3.1.11 VMWare Products, Services and Solutions
 - 3.1.12 Apple Products, Services and Solutions
 - 3.1.15 Microsoft Products, Services and Solutions
 - 3.1.16 Citrix Products, Services and Solutions
 - 3.1.17 NetApp Products, Services and Solutions
 - 3.1.18 Related Products, Services and Solutions
2. Participating Public Agencies reserve the right to request pricing with both service pricing methodologies: Service Category Rates and Time and Material Rates.
3. Pricing discount for Cisco hardware/software is 36% off MSRP for both government and education. Discounts are minimum discounts.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

4. Any discounts are minimum discounts and any rates are not-to-exceed rates.
5. Contractor will offer Public Agencies the lowest possible price for which they are eligible under any contract available to the customer through this contract award. Insight will check for lowest possible price when an order is placed.
6. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.
7. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.
8. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.
9. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:

Signature on File

Kenneth Lamneck, Chief Executive Officer
Insight Public Sector, Inc.

Signature on File

Cathy A. Muse, CPPO, Director
Department of Purchasing and Supply Management

2/9/16

Date

2/22/16

Date

LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and Insight Public Sector, Inc. ("Supplier"), a business incorporated in Illinois, F.E.I.N. 36-3949000, having its principal place of business at 6820 S. Harl Ave., Tempe, Arizona 85283 are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govern the use of any and all Technology Product, Services and Solutions licensed by the County whether or not specifically referenced in the order document.

As used herein, the term "contract" shall mean Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract(s), shall mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contracts are, with the exceptions noted herein, acceptable to the County. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract(s) cannot be accepted the County, and in consideration of the convenience of using those forms, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract(s), none of the following shall have any effect or be enforceable against the County or any of its officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
5. Granting Supplier a security interest in property of the County or the Commonwealth or any of their officers, directors, employees or agents;
6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party;
9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obligor the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;
12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;
14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: <http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm>.

The terms and conditions in documents posted to the aforementioned URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;
20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the County waive any immunity to which it is entitled by law;

24. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
26. Obliging the County beyond approved and appropriated funding. All payment obligations under this contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the contract by Supplier;
28. Permitting unilateral termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction, or as required by law;
29. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
30. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
31. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the County before the contract is considered in effect;
32. Delaying the acceptance of the contract or its effective date beyond the date of execution;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
34. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;
35. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the contract or any license pursuant to the contract;
37. Granting Supplier or an agent of Software Publisher the right to audit or examine the books, records, or accounts of the County other than as may be required by law;

The parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
39. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted. This indemnification provision shall supersede any infringement indemnification provision set forth Supplier's standard form contract(s). No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.
40. The County shall not be required to maintain as confidential any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F) and are not otherwise exempted from the provisions of the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, *et seq.*
41. All information provided by the County pursuant to the contract shall be treated as confidential information and shall not be disclosed by Supplier, its employees, agents or subcontractors, except as specifically set forth in the contract documents. The County's confidential information shall include, but shall not be limited to: (a) Protected Health Information, as defined in HIPAA, which shall be subject to the County Business Associate Agreement, if applicable; and (b) any personally identifiable information included in information provided by the County.

Supplier shall indemnify and hold the County harmless including, its officers, trustees, employees, and agents, from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by the County as a direct result of the acts or omissions of Supplier, its employees, officials, agents, or subcontractors that cause a failure to maintain confidentiality of information as required under the contract and applicable law, including but not limited to breach of HIPAA requirements and unauthorized access to, or failure to maintain confidentiality of, personally identifiable information. Supplier will promptly provide notice to the County of any breach of security or confidentiality of information provided by the County and shall be responsible for actions required to cure such breach resulting from Supplier's action or inaction. This indemnity obligation is supplemental to any other indemnification obligation set forth in this Addendum. No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Insight Public Sector, Inc.

Signature on File

By: _____
(Signature)

Name: Kenneth Lamneck
(Print)

Title: Chief Executive Officer

Date: 2/8/2016

Fairfax County

Signature on File

By: _____
(Signature)

Name: Cathy A. Muse
(Print)

Title: Director/County Purchasing Agent

Date: 2/22/16



County of Fairfax, Virginia

AMENDMENT

Date: 1/15/2021

AMENDMENT NO. 5

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE
100000125

CONTRACT NO.
4400006644

By mutual agreement, Contract 4400006644 is amended to renew for two (2) years at existing prices, terms and conditions, effective May 1, 2021 through April 30, 2023.

Please provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:
Signature on File

BY:

(Signature)

SVP Connected Workforce IEI
(Title)

Mike Gaumont

(Printed)

1-7-21

(Date)

DocuSigned by:
Signature on File

E239B762E600465

Cathy A. Muse, CPPO
Director/County Purchasing Agent
for

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
Omnia – deborah.bushnell@omniapartners.com

Contract Specialist Supervisor- Jamie Pun
ACS Team 1 – Cynthia Parker
Contractor – robert.crigler@insight.com
terry.rasconPritchard@insight.com

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

An updated Vendor Ethics Disclosure form has been requested.



Budget Transfer

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

File #: 23-1569

Agenda Date: 4/18/2023

Agenda #: 7.A.

**DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022**

From: 1000
Company #

FAMILY CENTER
From: Company/Accounting Unit Name

					Finance Dept Use Only	
					Available Balance	
Accounting Unit	Account	Sub-Account	Title	Amount	Prior to Transfer	After Transfer
1640	50099		NEW PROGRAM REQUESTS-PERSONNEL	\$ 80,000.00	80,000.00	0
Total				\$ 80,000.00		

4/18/23

To: 1000
Company #

FAMILY CENTER
To: Company/Accounting Unit Name

				Finance Dept Use Only		
				Available Balance		
Accounting Unit	Account	Sub-Account	Title	Amount	Prior to Transfer	After Transfer
1640	50000		REGULAR SALARIES	\$ 80,000.00	153,251.21	233,251.21
Total				\$ 80,000.00		

4/18/23

Reason for Request:

The New Program Manager position has been filled, so the salary needed to be moved to the Regular Salary budget line.

Signature on File

Department Head

Signature on File

Chief Financial Officer

Activity

(optional)

****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 _____		

HHS - 4/18/23

FINCIB - 4/25/23



Consent Item

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

File #: 23-1570

Agenda Date: 4/18/2023

Agenda #: 8.A.

Consent
HS 4/18
CB 4/25



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Apr 10, 2023

MinuteTraq (IQM2) ID #:

Purchase Order #: 5596-1 SERV	Original Purchase Order Date: Jan 1, 2022	Change Order #: 1	Department: Community Services - CSBG
Vendor Name: 360 Youth Services		Vendor #: 13527	Dept Contact: Gina Strafford-Ahmed
Background and/or Reason for Change Order Request:	Decrease and close.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

- ☐ (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- ☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$66,791.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$66,791.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	(\$19,928.36)
E	New contract amount (C + D)	\$46,862.64
F	Percent of current contract value this Change Order represents (D / C)	-29.84%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-29.84%
DECISION MEMO NOT REQUIRED		

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
- ☐ Change budget code from: _____ to: _____
- ☐ Increase/Decrease quantity from: _____ to: _____
- ☐ Price shows: _____ should be: _____
- ☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED	
☐ Increase (greater than 29 days) contract expiration from: _____ to: _____	
☐ Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source _____	
☐ OTHER - explain below:	

MT	6145	Apr 5, 2023	GSA	6444	Apr 10, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>HCN</i>	Procurement Officer	Date	4/10/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Consent Item

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

File #: 23-1571

Agenda Date: 4/18/2023

Agenda #: 8.B.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

consent
HS 4/18
CB 4/25

Date: Apr 6, 2023

MinuteTraq (IQM2) ID #:

Purchase Order #: 6193-1 SERV	Original Purchase Order Date: Dec 19, 2022	Change Order #: 1	Department: Community Services - CSBG
Vendor Name: Outreach Community Services		Vendor #: 10224	Dept Contact: Gina Strafford-Ahmed
Background and/or Reason for Change Order Request:	Decrease and close.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$79,800.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$79,800.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	(\$36,668.87)
E	New contract amount (C + D)	\$43,131.13
F	Percent of current contract value this Change Order represents (D / C)	-45.95%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-45.95%
DECISION MEMO NOT REQUIRED		

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only

☐ Change budget code from: _____ to: _____

☐ Increase/Decrease quantity from: _____ to: _____

☐ Price shows: _____ should be: _____

☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED	
☐ Increase (greater than 29 days) contract expiration from: _____ to: _____	
☐ Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source _____	
☐ OTHER - explain below:	

MT	6145	Apr 5, 2023	GSA	6444	Apr 10, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>ACW</i>	Procurement Officer	Date	4/10/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		