DU PAGE COUNTY

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

Judicial and Public Safety Committee
Regular Meeting Agenda

Tuesday, September 16, 2025 | **8:00 AM** | **County Board Room**

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRWOMAN'S REMARKS - CHAIR EVANS

5. APPROVAL OF MINUTES:

5.A. **25-2214**
Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, September 2, 2025.

6. PROCUREMENT REQUISITIONS

6.A. **JPS-P-0035-25**
Recommendation for the approval of a contract purchase order to Microgenics Corporation, to provide court-ordered drug testing and supplies with an AU480 analyzer for a four (4) year lease, for the Probation Department, for the period of October 1, 2025 through September 30, 2029, for a contract total amount not to exceed $284,211, per bid #25-066-PROB. (Probation & Court Services)

6.B. **JPS-P-0037-25**
Recommendation for the approval of a contract with Terri Albright, for crisis counselor services and as a handler of a comfort dog to assist in therapeutic support for court users and court staff, for the period of October 6, 2025 through October 5, 2026, for an amount not to exceed $48,000. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). (18th Judicial Circuit Court)

6.C. **JPS-P-0038-25**
Recommendation for the approval of a contract to Smigo Management Group, Inc., DBA Hoffman House Catering, to provide frozen packaged meals for the Seniors' Drive-Thru Meal Pilot Program, for the Sheriff's Office, for the period of October 1, 2025 to September 30, 2027, for a total contract amount not to exceed $142,000; per lowest responsible bid #25-082-SHF. (Sheriff's Office)

6.D. **JPS-CO-0007-25**

Amendment to Purchase Order 7292-0001 SERV, issued to Real Time Networks, to extend the contract to December 31, 2025 and increase the contract encumbrance in the amount of $22,576, for a new contract total not to exceed $116,100. (Sheriff's Office)

6.E. **25-2215**

Recommendation for the approval of a contract purchase order to Aramark Correctional Services, LLC, to provide inmate commissary services, credit card processing and debit cards, for the Sheriff's Office, for the period of September 24, 2025 through January 2, 2028, for a contract total amount of $0; per RFP #25-037-SHF. (Sheriff's Office)

7. RESOLUTIONS

7.A. **FI-R-0149-25**

Acceptance and appropriation of the Tobacco Enforcement Program Grant PY26 Intergovernmental Agreement No. 43CEZ03636, Company 5000 - Accounting Unit 4495, in the amount of $7,172. (Sheriff's Office)

8. BUDGET TRANSFERS

8.A. **25-2238**

Transfer of funds from account no. 1000-5900-50040 (Part Time Help) to account no. 1000-5900-53040 (Interpreter Services) for costs for interpreting the court in the amount of $35,000. (18th Judicial Circuit Court)

9. INFORMATIONAL

9.A. **25-2216**

Safe Harbor Monthly Report - August 2025

9.B. **25-2217**

Public Defender's Office August 2025 Monthly Statistical Report (Public Defender's Office)

10. OLD BUSINESS

11. NEW BUSINESS

12. ADJOURNMENT

Minutes

421 N. COUNTY FARM ROAD
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File #: 25-2214 **Agenda Date:** 9/16/2025 **Agenda #:** 5.A.

DU PAGE COUNTY

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Judicial and Public Safety Committee

Summary

Tuesday, September 2, 2025 | **8:00 AM** | **County Board Room**

1. CALL TO ORDER

8:00 AM meeting was called to order by Chair Lucy Evans at 8:01 AM.

2. ROLL CALL

Member Michael Childress arrived at 8:04am.

Other board members present: Member Paula Garcia.

PRESENT	DeSart, Eckhoff, Evans, Honig, Haider, Krajewski, Schwarze, Tornatore, and Zay
ABSENT	Ozog, and Yoo
LATE	Childress

3. PUBLIC COMMENT

No public comments were offered.

4. CHAIRWOMAN'S REMARKS - CHAIR EVANS

Chair Lucy Evans wished everyone had a great Labor Day weekend.

5. APPROVAL OF MINUTES:

5.A. **25-2096**

Judicial and Public Safety Committee - Regular Meeting Minutes - Tuesday, August 19, 2025.

RESULT:	APPROVED
MOVER:	Brian Krajewski
SECONDER:	Jim Zay

6. PROCUREMENT REQUISITIONS

6.A. **JPS-P-0036-25**

Recommendation for the approval of a contract purchase order to Insight Public Sector, Inc., for computers and other small IT equipment, for the Clerk of the Circuit Court, for the period of September 9, 2025 through September 8, 2026, for a total contract amount of $88,206; per bid 25-098-CCC. (Clerk of the Circuit Court)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Brian Krajewski
SECONDER:	Jim Zay

6.B. **25-2097**

Recommendation for the approval of a contract purchase order to Evidence IQ, Inc., for the purchase of Annual Subscription & Master Service Agreement with single Scanner & 50 Rapid Ballistic Cases, for the Sheriff's Office, for the period of July 24, 2025 through July 23, 2026, for a contract total amount not to exceed $24,999. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - This is the only product funding that was awarded to in the grant.) (Sheriff's Office)

Member Brian Krajewski inquired about the contract dates and a representative from the Sheriffs office answered him.

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Michael Childress

7. RESOLUTIONS

7.A. **JPS-R-0012-25**

Recommendation for the approval of an amendment to an agreement between Stellar Services and the County of DuPage to provide various commissary services to inmates, for the Sheriff's Office, to extend the contract to January 2, 2026, for a contract total of $0. (Sheriff's Office)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Saba Haider
SECONDER:	Jim Zay

7.B. **FI-R-0137-25**

Acceptance and appropriation of the Adult Redeploy Illinois Program Grant PY26 Inter-Governmental Agreement No. 192601, Company 5000 - Accounting Unit 6192, in the amount of $429,853. (Probation and Court Services)

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

8. OLD BUSINESS

No old business was offered.

9. NEW BUSINESS

No new business was offered.

10. ADJOURNMENT

Without objection, this meeting was adjourned.

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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Judicial/Public Safety Requisition $30,000 and Over

File #: JPS-P-0035-25 **Agenda Date:** 9/16/2025 **Agenda #:** 6.A.

AWARDING RESOLUTION ISSUED TO
MICROGENICS CORPORATION
TO PROVIDE DRUG TESTING ANALYZER AND SUPPLIES
FOR PROBATION AND COURT SERVICES
(CONTRACT TOTAL AMOUNT $284,211.00)

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Microgenics Corporation, to provide court-ordered drug testing and supplies with an AU480 analyzer, for a four (4) year lease, for the period October 1, 2025 through September 30, 2029, for Probation and Court Services.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide court-ordered drug testing and supplies with an AU480 analyzer for a four (4) year lease, for the period of October 1, 2025 through September 30, 2029, for Probation and Court Services, be, and it is hereby approved for the issuance of a contract by the Procurement Division to, Microgenics Corporation, 46500 Kato Road Freemon, CA 94538, for a total contract amount not to exceed $284,211.00. per Bid #25-066-PROB.

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: ________________________________

JEAN KACZMAREK, COUNTY CLERK

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 25-1899	RFP, BID, QUOTE OR RENEWAL #: RFP-25-066-PROB	INITIAL TERM WITH RENEWALS: 4 YRS + 0 TERM PERIOD	INITIAL TERM TOTAL COST: $284,211.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 09/02/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $284,211.00
	CURRENT TERM TOTAL COST: $284,211.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Microgenics Corporation	VENDOR #: 12437	DEPT: Probation and Court Services	DEPT CONTACT NAME: Sharon Donald
VENDOR CONTACT: Lovetta Thomas	VENDOR CONTACT PHONE: 510-979-5000	DEPT CONTACT PHONE #: 630-407-8413	DEPT CONTACT EMAIL: sharon.donald@dupagecounty.gov
VENDOR CONTACT EMAIL: lovetta.thomas@thermofisher.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
The department of Probation and Court Services has utilized an immunoassay drug testing analyzer for a number of years to provide drug testing per court order. The department collects and test approximately 1,300 samples each month.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
To provide court-ordered drug testing and supplies with an AU480 analyzer for a four year lease for the Probation Department. Lowest Responsible Bid #25-066-PROB for a contract amount not to exceed $284,211.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
LOWEST RESPONSIBLE QUOTE/BID (QUOTE < $25,000, BID ≥ $25,000; ATTACH TABULATION)

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This is the vendor selected through the low bid process.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Drug testing is ordered by the courts and the results are needed as soon as possible. If no lab, no test results available. 2) This will help to identify offenders with drug abuse.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Microgenics Corporation	Vendor#: 12437	Dept: Probation and Court Services	Division: Finance
Attn: Lovetta Thomas	Email: lovetta.thomas@thermofisher.com	Attn: Sharon Donald	Email: sharon.donald@dupagecounty.gov
Address: 46500 Kato Road	City: Freemont	Address: 503 N County Farm Road	City: Wheaton
State: California	Zip: 94538	State: Illinois	Zip: 60187
Phone: 510-979-5000	Fax: 510-979-5008	Phone: 630-407-8413	Fax: 630-407-2502
Send Payments To:		*Ship to:*	
Vendor: Microgenics Corporation	Vendor#: 12437	Dept: Probation and Court Services	Division: Finance
Attn: Ray Walton	Email: williams.walton@thermofisher.com	Attn: Thor Saline	Email: thor.saline@dupageco.org
Address: 7055 Collections Center Drive	City: Chicago	Address: 503 N County Farm Road	City: Wheaton
State: Illinois	Zip: 60693	State: Illinois	Zip: 60187
Phone: 510-979-5000	Fax: 510-979-5008	Phone: 630-407-8420	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2025	Contract End Date (PO25): Sep 30, 2029

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Drug Testing Analyzer & Supplies for 10/1/25- 11/30/25	FY25	1400	6120	52320		13,000.00	13,000.00
2	1	EA		Drug Testing Analyzer & Supplies for 12/1/25- 11/30/26	FY26	1400	6120	52320		51,950.00	51,950.00
3	1	EA		Drug Testing Analyzer & Supplies for 12/1/26- 11/30/27	FY27	1400	6120	52320		68,813.40	68,813.40
4	1	EA		Drug Testing Analyzer & Supplies for 12/1/27- 11/30/28	FY28	1400	6120	52320		73,052.40	73,052.40
5	1	EA		Drug Testing Analyzer & Supplies for 12/1/28- 9/30/29	FY29	1400	6120	52320		77,395.20	77,395.20
FY is required, ensure the correct FY is selected.										Requisition Total	$ 284,211.00

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.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

SECTION 7 – FORMS - REQUIRED FORMS TO BE SUBMITTED

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	**25-066-PROB**
COMPANY NAME:	Microgenics Corporation
CONTACT PERSON:	Ray Walton
CONTACT EMAIL:	william.walton@thermofisher.com

Section II: Pricing

Pricing is based on an estimated 2,000 specimens per month, with 1 to 10 tests per specimen. All payment for reagents shall be remitted by the County based upon actual usage. Pricing shall include delivery, installation, initial setup of analyzer unit and removal of the analyzer unit upon termination of the contract.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
YEAR 1 - PRICING SHALL BE FOR A 12-MONTH PERIOD -Current Olympus AU480 Chemistry Analyzer Onsite					
SECTION 1 - EQUIPMENT					
1	Equipment Lease	LS	1	$ N/A	$ N/A
SECTION 2 - Reagents itemized by manufacturer number, if applicable					
2	Amphetamines	EA	1,375	$5.64	$7,755.00
3	Benzodiazepines	EA	875	$5.64	$4,935.00
4	Cocaine	EA	1,320	$5.64	$7,444.80
5	Opiate	EA	1,330	$5.64	$7,501.20
6	THC	EA	1,150	$5.64	$6,486.00
7	Creatinine	EA	1,450	$4.44	$6.438.00
8	Ethyl Glucuronide	EA	1,150	$6.84	$7,866.00
9	Methadone	EA	625	$6.84	$4,275.00
10	Heroin Metabolite	EA	1,350	$6.84	$9,234.00
11	Fentanyl	EA	225	$11.88	$2,673.00

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
12	Hydrocodone	EA	50	$6.84	$342.00
13	Calibrators	LS	1	$ Included	$ Included
14	Controls	LS	1	$ Included	$ Included
SECTION 3 - Other supplies, parts, consumables itemized by manufacturer number, if applicable					
15		EA		$	$
16		EA		$	$
17		EA		$	$
18		EA		$	$
19		EA		$	$
*Price is $/per test by the qty above Extended Price is by 12 months				**YEAR 1 - TOTAL**	$64,950.00
				LESS TRADE-IN CREDIT	$0.00
YEAR 2 - PRICING SHALL BE FOR A 12-MONTH PERIOD					
SECTION 1 - EQUIPMENT					
20	Equipment Lease	MO	1	$ N/A	$ N/A
SECTION 2 - Reagents itemized by manufacturer number, if applicable					
21	Amphetamines	EA	1,450	$5.64	$8,178.00
22	Benzodiazepines	EA	930	$5.64	$5,245.20
23	Cocaine	EA	1,400	$5.64	$7,896.00
24	Opiate	EA	1,410	$5.64	$7,952.40
25	THC	EA	1,220	$5.64	$6,880.80
26	Creatinine	EA	1,530	$4.44	$6,793.20
27	Ethyl Glucuronide	EA	1,220	$6.84	$8,344.80
28	Methadone	EA	660	$6.84	$4,514.40
29	Heroin Metabolite	EA	1,430	$6.84	$9,781.20
30	Fentanyl	EA	240	$11.88	$2,851.20

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
31	Hydrocodone	EA	55	$6.84	$376.20
32	Calibrators	LS	1	$ Included	$ Included
33	Controls	LS	1	$ Included	$ Included
SECTION 3 - Other supplies, parts, consumables itemized by manufacturer number, if applicable					
34		EA		$	$
35		EA		$	$
36		EA		$	$
37		EA		$	$
38		EA		$	$
*Price is $/per test by the qty above Extended Price is by 12 months				**YEAR 2 - TOTAL**	$68,813.40
YEAR 3 - PRICING SHALL BE FOR A 12-MONTH PERIOD					
SECTION 1 - EQUIPMENT					
39	Equipment Lease	MO	1	$ N/A	$ N/A
SECTION 2 - Reagents itemized by manufacturer number, if applicable					
40	Amphetamines	EA	1,540	$5.64	$8,685.60
41	Benzodiazepines	EA	985	$5.64	$5,555.40
42	Cocaine	EA	1,485	$5.64	$8,375.40
43	Opiate	EA	1,495	$5.64	$8,431.80
44	THC	EA	1,295	$5.64	$7,303.80
45	Creatinine	EA	1,620	$4.44	$7,192.80
46	Ethyl Glucuronide	EA	1,295	$6.84	$8,857.80
47	Methadone	EA	700	$6.84	$4,788.00
48	Heroin Metabolite	EA	1,515	$6.84	$10,362.60
49	Fentanyl	EA	260	$11.88	$3,088.80
50	Hydrocodone	EA	60	$6.84	$410.40

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
51	Calibrators	LS	1	$ Included	$ Included
52	Controls	LS	1	$ Included	$ Included
SECTION 3 - Other supplies, parts, consumables itemized by manufacturer number, if applicable					
53		EA		$	$
54		EA		$	$
55		EA		$	$
56		EA		$	$
57		EA		$	$
Price is $/per test by the qty above Extended Price is by 12 months				**YEAR 3 - TOTAL**	$73,052.40
YEAR 4 - PRICING SHALL BE FOR A 12-MONTH PERIOD					
SECTION 1 - EQUIPMENT					
58	Equipment Lease	MO	1	$ N/A	$ N/A
SECTION 2 - Reagents itemized by manufacturer number, if applicable					
59	Amphetamines	EA	1,630	$5.64	$9,193.20
60	Benzodiazepines	EA	1,045	$5.64	$5,893.80
61	Cocaine	EA	1,575	$5.64	$8,883.00
62	Opiate	EA	1,585	$5.64	$8,939.40
63	THC	EA	1,370	$5.64	$7,726.80
64	Creatinine	EA	1,720	$4.44	$7,636.80
65	Ethyl Glucuronide	EA	1,370	$6.84	$9,370.80
66	Methadone	EA	740	$6.84	$5,061.60
67	Heroin Metabolite	EA	1,600	$6.84	$10,944.00
68	Fentanyl	EA	275	$11.88	$3,267.00
69	Hydrocodone	EA	70	$6.84	$478.80
70	Calibrators	LS	1	$ Included	$ Included

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
71	Controls	LS	1	$ Included	$ Included
SECTION 3 - Other supplies, parts, consumables itemized by manufacturer number, if applicable					
72		EA		$	$
73		EA		$	$
74		EA		$	$
75		EA		$	$
76		EA		$	$
Price is $/per test by the qty above Extended Price is by 12 months				**YEAR 4 - TOTAL**	$77,395.20
				GRAND TOTAL	$284,211.00
GRAND TOTAL (In words)					

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: Lovetta Thomas

Signature: Lovetta Thomas

Title: Sales Development Representative

Date: 6/25/2025

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	**25-066-PROB**
COMPANY NAME:	Microgenics Corporation
MAIN ADDRESS:	46500 Kato Road
CITY, STATE, ZIP CODE:	Fremont CA 94538
TELPHONE NO.:	510-979-5000
BID CONTACT PERSON:	Ray Walton
CONTACT EMAIL:	william.walton@thermofisher.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Microgenics Corporation	NAME:	Microgenics Corporation
CONTACT:	Lovetta Thomas	CONTACT:	Bank of America
ADDRESS:	46500 Kato Road	ADDRESS:	7055 Collections Center Drive
CITY, ST., ZIP:	Fremont, CA 94538	CITY, ST., ZIP:	Chicago, IL 60693
PHONE NO.:	510-979-5000	PHONE NO.:	510-979-5000
EMAIL:	usfmtmgc-contractsadmin@thermofisher.com	EMAIL:	USFMTMGC-CREDIT@THERMOFISHER.COM

Section III: Certification

The undersigned certifies that they are:

❒ The Owner or Sole Proprietor	X A Member authorized to sign on behalf of the Partnership	❒ An Officer of the Corporation	❒ A Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

(President or Partner)	(Vice-President or Partner)
Sharon S. Briansky,	Tony Smith
(Secretary or Partner)	(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, _____, and ______issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either Chapter 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: ___ Lovetta Thomas____________

Signature: **Signature On File**

Title: _- Sales Development Representative ____

Date: 6/26/2025

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
DRUG TESTING ANALYZER FOR PROBATION AND COURT SERVICES 25-066-PROB
BID TABULATION

✓

					Microgenics Corporation		Siemens Healthcare Diagnostics Inc.	
NO.	ITEM	UOM	QTY	MONTHS	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE
YEAR 1								
1	Equipment Lease	LS	1	12	**NO CHARGE**		NO CHARGE	
2	Amphetamines	EA	1,375	12	**$ 0.47**	**$ 7,755.00**	$ 0.53	$ 8,745.00
3	Benzodiazepines	EA	875	12	**$ 0.47**	**$ 4,935.00**	$ 0.53	$ 5,565.00
4	Cocaine	EA	1,320	12	**$ 0.47**	**$ 7,444.80**	$ 0.53	$ 8,395.20
5	Opiate	EA	1,330	12	**$ 0.47**	**$ 7,501.20**	$ 0.53	$ 8,458.80
6	THC	EA	1,150	12	**$ 0.47**	**$ 6,486.00**	$ 0.53	$ 7,314.00
7	Creatinine	EA	1,450	12	**$ 0.37**	**$ 6,438.00**	$ 0.20	$ 3,480.00
8	Ethyl Glucuronide	EA	1,150	12	**$ 0.57**	**$ 7,866.00**	$ 0.62	$ 8,556.00
9	Methadone	EA	625	12	**$ 0.57**	**$ 4,275.00**	$ 0.53	$ 3,975.00
10	Heroin Metabolite	EA	1,350	12	**$ 0.57**	**$ 9,234.00**	$ 0.55	$ 8,910.00
11	Fentanyl	EA	225	12	**$ 0.99**	**$ 2,673.00**	$ 0.62	$ 1,674.00
12	Hydrocodone	EA	50	12	**$ 0.57**	**$ 342.00**	$ 0.55	$ 330.00
13	Calibrators	LS	1	12	**NO CHARGE**		NO CHARGE	
14	Controls	LS	1	12	**NO CHARGE**		NO CHARGE	
YEAR 2								
15	Equipment Lease	LS	1	12	**NO CHARGE**		NO CHARGE	
16	Amphetamines	EA	1,450	12	**$ 0.47**	**$ 8,178.00**	$ 0.53	$ 9,222.00
17	Benzodiazepines	EA	930	12	**$ 0.47**	**$ 5,245.20**	$ 0.53	$ 5,914.80
18	Cocaine	EA	1,400	12	**$ 0.47**	**$ 7,896.00**	$ 0.53	$ 8,904.00
19	Opiate	EA	1,410	12	**$ 0.47**	**$ 7,952.40**	$ 0.53	$ 8,967.60
20	THC	EA	1,220	12	**$ 0.47**	**$ 6,880.80**	$ 0.53	$ 7,759.20

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
DRUG TESTING ANALYZER FOR PROBATION AND COURT SERVICES 25-066-PROB
BID TABULATION

✓

					Microgenics Corporation		Siemens Healthcare Diagnostics Inc.	
NO.	ITEM	UOM	QTY	MONTHS	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE
21	Creatinine	EA	1,530	12	**$ 0.37**	**$ 6,793.20**	$ 0.20	$ 3,672.00
22	Ethyl Glucuronide	EA	1,220	12	**$ 0.57**	**$ 8,344.80**	$ 0.62	$ 9,076.80
23	Methadone	EA	660	12	**$ 0.57**	**$ 4,514.40**	$ 0.53	$ 4,197.60
24	Heroin Metabolite	EA	1,430	12	**$ 0.57**	**$ 9,781.20**	$ 0.55	$ 9,438.00
25	Fentanyl	EA	240	12	**$ 0.99**	**$ 2,851.20**	$ 0.62	$ 1,785.60
26	Hydrocodone	EA	55	12	**$ 0.57**	**$ 376.20**	$ 0.55	$ 363.00
27	Calibrators	LS	1	12	**NO CHARGE**		NO CHARGE	
28	Controls	LS	1	12	**NO CHARGE**		NO CHARGE	
YEAR 3								
29	Equipment Lease	LS	1	12	**NO CHARGE**		NO CHARGE	
30	Amphetamines	EA	1,540	12	**$ 0.47**	**$ 8,685.60**	$ 0.53	$ 9,794.40
31	Benzodiazepines	EA	985	12	**$ 0.47**	**$ 5,555.40**	$ 0.53	$ 6,264.60
32	Cocaine	EA	1,485	12	**$ 0.47**	**$ 8,375.40**	$ 0.53	$ 9,444.60
33	Opiate	EA	1,495	12	**$ 0.47**	**$ 8,431.80**	$ 0.53	$ 9,508.20
34	THC	EA	1,295	12	**$ 0.47**	**$ 7,303.80**	$ 0.53	$ 8,236.20
35	Creatinine	EA	1,620	12	**$ 0.37**	**$ 7,192.80**	$ 0.20	$ 3,888.00
36	Ethyl Glucuronide	EA	1,295	12	**$ 0.57**	**$ 8,857.80**	$ 0.62	$ 9,634.80
37	Methadone	EA	700	12	**$ 0.57**	**$ 4,788.00**	$ 0.53	$ 4,452.00
38	Heroin Metabolite	EA	1,515	12	**$ 0.57**	**$ 10,362.60**	$ 0.55	$ 9,999.00
39	Fentanyl	EA	260	12	**$ 0.99**	**$ 3,088.80**	$ 0.62	$ 1,934.40
40	Hydrocodone	EA	60	12	**$ 0.57**	**$ 410.40**	$ 0.55	$ 396.00
41	Calibrators	LS	1	12	**NO CHARGE**		NO CHARGE	

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
DRUG TESTING ANALYZER FOR PROBATION AND COURT SERVICES 25-066-PROB
BID TABULATION

✓

NO.	ITEM	UOM	QTY	MONTHS	Microgenics Corporation PRICE	Microgenics Corporation EXTENDED PRICE	Siemens Healthcare Diagnostics Inc. PRICE	Siemens Healthcare Diagnostics Inc. EXTENDED PRICE
42	Controls	LS	1	12	**NO CHARGE**		NO CHARGE	
YEAR 4								
43	Equipment Lease	LS	1	12	**NO CHARGE**		NO CHARGE	
44	Amphetamines	EA	1630	12	**$ 0.47**	**$ 9,193.20**	$ 0.53	$ 10,366.80
45	Benzodiazepines	EA	1045	12	**$ 0.47**	**$ 5,893.80**	$ 0.53	$ 6,646.20
46	Cocaine	EA	1575	12	**$ 0.47**	**$ 8,883.00**	$ 0.53	$ 10,017.00
47	Opiate	EA	1585	12	**$ 0.47**	**$ 8,939.40**	$ 0.53	$ 10,080.60
48	THC	EA	1370	12	**$ 0.47**	**$ 7,726.80**	$ 0.53	$ 8,713.20
49	Creatinine	EA	1720	12	**$ 0.37**	**$ 7,636.80**	$ 0.20	$ 4,128.00
50	Ethyl Glucuronide	EA	1370	12	**$ 0.57**	**$ 9,370.80**	$ 0.62	$ 10,192.80
51	Methadone	EA	740	12	**$ 0.57**	**$ 5,061.60**	$ 0.53	$ 4,706.40
52	Heroin Metabolite	EA	1600	12	**$ 0.57**	**$ 10,944.00**	$ 0.55	$ 10,560.00
53	Fentanyl	EA	275	12	**$ 0.99**	**$ 3,267.00**	$ 0.62	$ 2,046.00
54	Hydrocodone	EA	70	12	**$ 0.57**	**$ 478.80**	$ 0.55	$ 462.00
55	Calibrators	LS	1	12	**NO CHARGE**		NO CHARGE	
56	Controls	LS	1	12	**NO CHARGE**		NO CHARGE	
					GRAND TOTAL (YEAR 1 - YEAR 4)	**$ 284,211.00**		$ 286,174.80

NOTES
1. Microgenics Corporation Bid Tabulation was adjusted to correct for submission errors:
   - GRAND TOTAL was corrected from $280,941.00 to $284,211.00.
2. Siemens Healthcare Diagnostics Inc. Bid Tabulation was adjusted to correct for submission errors:
   - GRAND TOTAL was corrected from $261,612.00 to $286,174.80.
3. Block Scientific LLC has been deemed non-responsive for not including required document(s).

Bid Opening 6/30/2025 @ 2:30 PM	HK, BR, SR
Invitations Sent	32
Total Vendors Requesting Documents	4
Total Bid Responses	3

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-066-PROB
COMPANY NAME:	Microgenics Corporation
CONTACT PERSON:	Lovetta Thomas
CONTACT EMAIL:	USFMTMGC-ContractsAdmin@thermofisher.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
N/A				

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ☐ Yes
- ☑ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
N/A		

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Lovetta Thomas Signature: _Signature On File

Title: Sales Development Representative Date: 8/28/2025

Judicial/Public Safety Requisition $30,000 and Over

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

File #: JPS-P-0037-25 **Agenda Date:** 9/16/2025 **Agenda #:** 6.B.

AWARDING RESOLUTION ISSUED TO
TERRI ALBRIGHT
TO PROVIDE PROFESSIONAL SERVICES
FOR 18TH JUDICIAL CIRCUIT COURT
(CONTRACT TOTAL AMOUNT NOT TO EXCEED $48,000)

WHEREAS, a vendor has been selected in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety recommends County Board approval for the issuance of a contract to Terri Albright, to provide Professional Services as a crisis counselor and as a handler of a comfort dog to assist in therapeutic support for court users and court staff, for the period of October 6, 2025 through October 5, 2026, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide Professional Services as a crisis counselor and as a handler of a comfort dog to assist in therapeutic support for court users and court staff, for the period of October 6, 2025 through October 5, 2026, for the 18th Judicial Circuit Court, per contract, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Terri Albright, for a contract total amount not to exceed $48,000.

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: __________________________________

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID #:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: $48,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 9/2/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $48,000.00
	CURRENT TERM TOTAL COST: $48,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Terri Albright	VENDOR #: 26660	DEPT: 18th Judicial Circuit	DEPT CONTACT NAME: Nicole Swiss
VENDOR CONTACT: Terri Albright	VENDOR CONTACT PHONE: On file	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: nicole.swiss@18thjudicial.org
VENDOR CONTACT EMAIL: On file	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Professional services as a crisis counselor and as a handler of a comfort dog to assist in therapeutic support for court users and court staff.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Terri Albright has the education, expertise and experience in crisis services, deescalation and support for persons who are Circuit Court involved and may be experiencing a mental health crisis. The Circuit Court seeks to improve the quality of services provided to Circuit Court participants and employees in need of mental health resources.

SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. Sole source based on education, expertise and experience.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. To approve contract with Terri Albright for professional services. 2. To rely on other crisis counselors would create a barrier to those experiencing a mental health crisis in the court. 3. To add a crisis counselor/therapy dog to the court's headcount.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
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. Terri Albright has the education, expertise and experience in crisis services, deescalation and support for those who are experiencing a mental health crisis.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Terri Albright	Vendor#: 26660	Dept: 18th Judicial Circuit	Division:
Attn:	Email: On file	Attn: Nicole Swiss	Email: nicole.swiss@18thjudicial.org
Address: On file	City: On file	Address: 505 N. County Farm Road, Room 2015	City: Wheaton
State: IL	Zip: On file	State: IL	Zip: 60187
Phone: On file	Fax:	Phone: 630-407-8788	Fax:
Send Payments To:		*Ship to:*	
Vendor: Same as above	Vendor#:	Dept: Same as above	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): 10/6/2025	Contract End Date (PO25): 10/5/2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA	Monthly service	Crisis Counselor	FY25	1000	5900	53090		48,000.00	48,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 48,000.00

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.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS SA	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE 18TH JUDICIAL CIRCUIT COURT
AND TERRI ALBRIGHT

This Agreement by and between the 18th Judicial Circuit Court (hereinafter referred to as the Circuit Court), and Terri Albright, and independent contractor, is entered this 6th day of October 2025.

RECITALS

WHEREAS, Circuit Court participants and staff may benefit from mental health-related resources in addition to what is provided through existing Circuit Court programs; and

WHEREAS, Terri Albright has education, expertise, and experience in crisis services, de-escalation, and support for persons who are Circuit Court-involved and may be experiencing mental illness and/or crisis; and

WHEREAS, the Circuit Court seeks to improve the quality of services provided to Circuit Court participants and employees in need of mental health resources; and

WHEREAS, Terri Albright is a regular handler of a comfort dog, who may assist in providing additional therapeutic support; and

WHEREAS, Terri Albright can provide support and resources that will improve the Circuit Court user experience.

NOW THEREFORE, in consideration of the promises and mutual covenants herein, the parties agree as follows:

ARTICLE 1. SERVICES

1.1 Terri Albright will serve as an independent contractor to be housed in the courthouse during peak hours as agreed to with Court Administration, serving as a direct and immediate point of contact to assist individuals in need of de-escalation, crisis intervention, and support. Terri Albright will be available to individuals throughout the courthouse, including litigants and their family members, victims, witnesses, jurors, and court staff.

1.2 The Circuit Court and Terri Albright will conform to all state, federal, professional, and program standards governing confidentiality of participant information.

ARTICLE II. SERVICE AGREEMENT REVIEW

The Circuit Court and Terri Albright agree to meet, at least semi-annually, to ensure that the terms of the Agreement are being met.

ARTICLE III. COMPENSATION

The Circuit Court will pay Terri Albright an amount not to exceed $48,000.00 annually for services provided at a rate of $60.00 per hour. Payment will be made as follows:

3.1 The Circuit Court will pay Terri Albright $60 per hour worked. A monthly invoice will be sent by Terri Albright to the Circuit Court for the number of hours worked during that month, which should average fifteen (15) hours per week, not to exceed 800 hours per year.

3.2 In the event of early termination of this Agreement, the Circuit Court shall only be obligated to pay the fees incurred up to the date of termination for hours worked. In no event shall the Circuit Court be liable for any costs incurred or services performed after the effective date of termination as provided herein.

ARTICLE IV. TERM AND TERMINATION OF AGREEMENT

4.1 Term. This Agreement will be effective from October 6, 2025, through October 5, 2026.

4.2 Termination. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days' notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from the non-breaching party.

4.3 Effect of Termination.

4.3.a In the event of termination, as of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination or arising as a result of any breach of this Agreement or related to paragraphs b and c of this section.

ARTICLE V. GENERAL PROVISIONS

5.1 Independent Contractors. None of the provisions of this Agreement is intended to create nor shall any be deemed or construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

5.2 Entire Agreement Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

5.3 Compliance with Law. Each party agrees to comply with all applicable state and federal laws including, but not limited to, the Illinois Mental Health and Development Disabilities Code and Act (405 ILCS 5/1-100, et seq.) as may be amended from time to time by Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

5.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

5.5 Partial Invalidity. If any provision of this Agreement is prohibited by any applicable law or Circuit Court decree, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.

5.6 Notices. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally as follows:

If to the Circuit Court:
18th Judicial Circuit Court
Office of the Chief Judge
505 N. County Farm Rd., Room 2015
Wheaton, Illinois 60187
Attention: Suzanne Armstrong, Court Administrator

If to Terri Albright:
[redacted]

Or to such other persons or places as either party may from time to time designate by written notice to the other.

5.7 Waiver. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

5.8 Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

5.9 Assignment, Binding Effect. Terri Albright shall not assign or transfer, in whole or in part, with this Agreement or any of Terri Albright's rights, duties, or obligations under this Agreement without the prior written consent of the Circuit Court and any assignment or transfer by Terri Albright without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

5.10 Assignment, Binding Effect. The Circuit Court shall not assign or transfer, in whole or in part, this Agreement of any of the Circuit Court's rights, duties, or obligations under this Agreement without the prior written consent of Terri Albright, and any assignment or transfer by the Circuit Court without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year fist written above.

____
Terri Albright
Independent Contractor

Date: ____________________

____
Bonnie M. Wheaton
Chief Judge
18th Judicial Circuit Court

Date: _________________

Updated Vendor Ethics Disclosure Form has been requested.

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

File #: JPS-P-0038-25 **Agenda Date:** 9/16/2025 **Agenda #:** 6.C.

AWARDING RESOLUTION ISSUED TO
SMIGO MANAGEMENT GROUP, INC. DBA HOFFMAN HOUSE CATERING
TO PROVIDE FROZEN PACKAGED MEALS FOR THE
SENIORS' DRIVE-THRU MEAL PILOT PROGRAM
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT: $142,000)

WHEREAS, on May 27, 2025, the DuPage County Board approved the use of contingency funds to establish a pilot program for the distribution of meals to senior citizens through Resolution JPS-R-0006-25; and

WHEREAS, bids have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Smigo Management Group, Inc., DBA Hoffman House Catering, to provide packaged meals for seniors, for the period of October 1, 2025 through September 30, 2027, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide packaged meals for seniors, for the period of October 1, 2025 through October 1, 2027, for the Sheriff's Office, per bid #25-082-SHF, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Smigo Management Group, Inc., DBA Hoffman House Catering, 1530 Hubbard Avenue, Unit D, Batavia, IL 60510, for a contract total amount of $142,000.00.

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: ______________________________

JEAN KACZMAREK, COUNTY CLERK

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 25-082-SHF	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: $142,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 9/16/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $142,000.00
	CURRENT TERM TOTAL COST: $142,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Hoffman House Catering	VENDOR #: 46721	DEPT: Sheriff's Office	DEPT CONTACT NAME: Crystal Jean
VENDOR CONTACT: Jim Smigo	VENDOR CONTACT PHONE: 630-406-0330	DEPT CONTACT PHONE #: 630-488-5990	DEPT CONTACT EMAIL: crystal.mendez@dupagesheriff.org
VENDOR CONTACT EMAIL: jim.smigo@hhcmeals.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Frozen packaged meals for the seniors' drive-thru meal Pilot Program for the Sheriff's Office

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
to combat food insecurity for seniors in DuPage County

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
LOWEST RESPONSIBLE QUOTE/BID (QUOTE < $25,000, BID ≥ $25,000; ATTACH TABULATION)

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Hoffman House Catering	Vendor#: 46721	Dept: Sheriff's Department	Division: Civil
Attn: Jim Smigo	Email: jim.smigo@hhcmeals.com	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 1530 Hubbard Ave Unit D	City: Batavia	Address: 501 N County Farm Rd	City: Wheaton
State: IL	Zip: 60510	State: IL	Zip: 60187
Phone: 630-406-0330	Fax:	Phone:	Fax:
Send Payments To:		*Ship to:*	
Vendor: same as above	Vendor#:	Dept: same as above	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2025	Contract End Date (PO25): Sep 30, 2027

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		PACKAGED MEALS	FY25	1000	4400	52210		17,750.00	17,750.00
2	1	EA		PACKAGED MEALS	FY26	1000	4400	52210		124,250.00	124,250.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 142,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. This contract is to provide packaged meals for seniors from 10/1/25 to 9/30/27.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PACKAGED MEALS FOR SENIORS 25-082-SHF
BID TABULATION

✓

NO.	ITEM	UOM	QTY	**Smigo Management Group, Inc. dba Hoffman House Catering**		Sakari & Sai Krupa Inc dba Jigar's Kitchen	
				PRICE	**EXTENDED PRICE**	PRICE	EXTENDED PRICE
1	Packaged Meals	BX	300	**$ 27.25**	**$ 8,175.00**	$ 30.00	$ 9,000.00
				GRAND TOTAL	**$ 8,175.00**		$ 9,000.00

NOTES

Bid Opening 7/1/25 @ 2:30 PM	SR, HK
Invitations Sent	17
Total Vendors Requesting Documents	5
Total Bid Responses	2

Bid Pricing Form

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-082-SHF
COMPANY NAME:	Smigo Management Group Inc. DBA Hoffman House Catering
CONTACT PERSON:	Jim Smigo
CONTACT EMAIL:	Jim.Smigo@hhcmeals.com

Section II: Pricing

Quantities listed are estimated monthly. Any quantities shown are estimated and are provided for bid canvassing purposes. F.O.B: Destination.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Packaged meals	BX	300	$ 27.25	$ 8175.00
5.45 per meal x 5 meals = 27.25				**GRAND TOTAL**	$ 8175.00
GRAND TOTAL (In words)	Eight Thousand One Hundred and Seventy Five Dollars and Zero Cents				

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Printed Name: James Smigo Signature: [redacted]

Title: President Date: 6-23-25

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-082-SHF
COMPANY NAME:	Smigo Management Group Inc. DBA Hoffman House Catering
MAIN ADDRESS:	1530 Hubbard Ave Unit D
CITY, STATE, ZIP CODE:	Batavia, IL 60510
TELPHONE NO.:	630-406-0330 Office 630-247-5262 Cell
BID CONTACT PERSON:	Jim Smigo
CONTACT EMAIL:	jim.smigo@hhcmeals.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Jim Smigo	NAME:	Jim Smigo
CONTACT:	Jim Smigo	CONTACT:	Jim Smigo
ADDRESS:	1530 Hubbard Ave Unit D	ADDRESS:	1530 Hubbard Ave Unit D
CITY, ST., ZIP:	Batavia, IL 60510	CITY, ST., ZIP:	Batavia, IL 60510
PHONE NO.:	630-406-0330 630-247-5262	PHONE NO.:	630-406-0330 630-247-5262
EMAIL:	jim.smigo@hhcmeals.com	EMAIL:	jim.smigo@hhcmeals.com

Section III: Certification

The undersigned certifies that they are:

- ☒ The Owner or Sole Proprietor
- ❐ A Member authorized to sign on behalf of the Partnership
- ❐ An Officer of the Corporation
- ❐ A Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

(President or Partner)	(Vice-President or Partner)
(Secretary or Partner)	(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No.______, _________, and _________ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either Chapter 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this bid and have checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that it has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Printed Name: James Smigo Signature: ________

Title: President Date: 6-23-25

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-082-SHF
COMPANY NAME:	Smigo Management Group Inc. DBA Hoffman House Catering
CONTACT PERSON:	James Smigo
CONTACT EMAIL:	Jim.Smigo@hhcmeals.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ☐ Yes
- ☑ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:

Ethics | DuPage Co, IL

The full text of the County's Procurement Ordinance is available at:

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: James Smigo Signature: [redacted]

Title: President Date: 8-25-25

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

File #: JPS-CO-0007-25 **Agenda Date:** 9/16/2025 **Agenda #:** 6.D.

AMENDMENT TO COUNTY CONTRACT 7292-0001 SERV
ISSUED TO REAL TIME NETWORKS
TO PROVIDE ASSETTRACER LOCKER MANAGEMENT SYSTEM
FOR SHERIFF'S OFFICE
(INCREASE ENCUMBRANCE $22,576)

WHEREAS, County Contract 7292-0001-SERV was approved by the County Board on October 8, 2024; and

WHEREAS, the Judicial and Public Safety Committee recommends changes as stated in the Change Order Notice to County Contract 7292-0001 SERV, issued to Real Time Networks, to provide AssetTracer Locker Management System, for Sheriff's Office, to build out existing AssetTracer Lockers, to extend the contract through December 31, 2025 and increase the contract by $22,576.00, resulting in an amended contract total of $116,100.00.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 7292-0001 SERV, issued to Real Time Networks, to provide AssetTracer Locker Management System for Sheriff's Office, to build out existing AssetTracer Lockers, to extend the contract through December 31, 2025 and increase the contract by $22,576.00, resulting in an amended contract total of $116,100.00.

Enacted and approved this 23rd day of September, 2025, at Wheaton, Illinois.

____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: ______________________________

JEAN KACZMAREK, COUNTY CLERK

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

JPS 9/16
FI + CB 9/23

Date: Sep 11, 2025

File ID #: 25-2234

Purchase Order #: 7292	Original Purchase Order Date: 10/09/2024	Change Order #: 2	Department: Sheriff's Office
Vendor Name: Real Time Networks	Vendor #: 34437		Dept. Contact: Dan Bilodeau

Action Requested and Reason for Change Order Request:

1) Increase PO by $22,576.00 from $93,524.00 to $116,100 to build out existing Asset-Tracer Lockers for Sheriff's Office.
2) Extend contract from October 8, 2025 to December 31, 2025.
3) Create line 6 - AssetTracer Locker Mgmt System 1000-4404-52100 for $8,750.00 - 10% discount = $7,875.00
Create line 7 - Left Side Side - 1x Custom Column Expansion 1000-4404-52100 for $10,890.00 - 10% = $9,801.00
Create line 8 - Shipping 1000-4404-52100 for $1,700.00
Create line 9 - Onsite Installation, Technical Services & Remote Training 1000-4404-53020 for $3,200

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	$93,524.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$93,524.00
D	Amount of this Change Order ☒ Increase ☐ Decrease	$22,576.00
E	New Contract Amount (C + D)	$116,100.00
F	Cumulative Change Order Amount (B + D)	$22,576.00
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	24.14%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (59 Days) ☐ Consent Only

☐ Change Budget Code From: ____________ to: ____________

☐ Increase/Decrease Quantity From: ________ to: ________

☐ Price Shows: ________ should be: ________ ☐ Move Funds Between Lines

☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☒ Increase Contract Expiration Greater Than 59 Days From 10/08/2025 to: 12/31/2025 ☐ Cancel Contract

☒ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.
The Sheriff's Office utilizes the Real Time Networks Lockers to manage and record evidence submissions and retrieval of physical evidence. There is a need to add larger lockers for various sizes of storage boxes. Without these lockers, larger items cannot be stored inside the current locker sizes.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Sourcewell Contract - 110923-DBM

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Maintain the status quo using an antiquated system, search for another vendor which will delay installation, or proceed with this purchase.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

FY25 1000-4404-52100 - $22,576.00

APPROVALS - *Initials Only*

Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
DB	2402	Sep 11, 2025	DB	2402	Sep 11, 2025

Reviewed by Procurement Officer	Date	Completed by Buyer	Date
JS	9/11/2025		

Real Time Networks

REAL TIME NETWORKS INC.
Head Office: 16-1833 Coast Meridian Road
Port Coquitlam, BC, V3C 6G5
www.realtimenetworks.com
Phone: 1-800-331-2882
Fax: 604-941-8480

QUOTATION-41953705797

ATTN: DEPUTY CHIEF DANIEL BILODEAU
DUPAGE COUNTY ILLINOIS - SHERIFFS OFFICE

September 4, 2025

QUOTATION PREPARED BY: NATHAN MCGIFFIN

Part #	Qty.	Description	Unit Price	Ext. Price
		Right Side - 2x Long Gun Column Expansion		
		AssetTracer Locker Management Systems	**$8,750.00**	**$8,750.00**
Long Gun Solid	2	Triple Tall 2 Door Module		
AT1.54051	1	AssetTracer Slope Top, 2 Columns Wide		
AT1.54077	2	AssetTracer Column Base - 8 inches high		
AT4053-S	1	Compartment and Door Labels (grey over black), per Locker Assembly		
		Left Side Side - 1x Custom Column Expansion		
		AssetTracer Locker Management Systems	**$10,890.00**	**$10,890.00**
Custom Locker Module	1	Custom Locker Module		
	1	Courtesy Discount - 10%	($1,964.00)	($1,964.00)
		Additional Fees or Discounts		
	1	Shipping, excluding all duties, fees, import taxes and other charges	$1,700.00	$1,700.00
	1	Onsite Installation, Technical Services & Remote Training	$3,200.00	$3,200.00
		TOTAL QUOTE		**$22,576.00**

QUOTE IS VALID FOR 30 DAYS ONLY.

The client is responsible for arranging the installation and availability of all necessary data connections and electrical power for the equipment. Specifically, this includes ethernet cabling for network connections and appropriate power outlets. These facilities should be set up in accordance with the load requirements of the installed equipment and should comply with local electrical codes. Please note that our quotes do not cover the provision of ethernet or power cabling to the location where the equipment will be installed.

All Prices are in US Dollars, See Terms and Conditions

Payment Terms: 50% deposit on order placement, 50% due upon delivery

GOODS WILL NOT BE SHIPPED UNTIL THE DEPOSIT IS PAID IN FULL. FAILURE TO PROVIDE THE DEPOSIT WILL RESULT IN A SHIPPING DELAY.

1 Year Limited Hardware and Software Warranty

By signing below, I/we, acknowledge and accept the terms of the quote provided, and agree to move forward with the products and services as outlined.

Signature ______________________ ***Date*** ______________

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	QUOTE #: 41953705797
COMPANY NAME:	REAL TIME NETWORKS, INC.
CONTACT PERSON:	KATIE CALLON
CONTACT EMAIL:	vendorinfo@realtimenetworks.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ❑ Yes
- ☒ No

If “Yes”, list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: MICHAEL FRENCH Signature: [redacted]

Title: CEO Date: SEPTEMBER 8, 2025

Judicial/Public Safety Requisition under $30,000

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

File #: 25-2215 **Agenda Date:** 9/16/2025 **Agenda #:** 6.E.

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2215	RFP, BID, QUOTE OR RENEWAL #: 25-037-SHF	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: $0.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 09/16/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $0.00
	CURRENT TERM TOTAL COST: $0.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM

Vendor Information		Department Information	
VENDOR: Aramark Correctional Services LLC	VENDOR #: 10254	DEPT: Sheriff's Office	DEPT CONTACT NAME: John Putnam
VENDOR CONTACT: Michael Cisar	VENDOR CONTACT PHONE: (630) 234-9456	DEPT CONTACT PHONE #: x2050	DEPT CONTACT EMAIL: John.Putnam@dupagesheriff.org
VENDOR CONTACT EMAIL: cisar-michael@aramark.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Provide inmate commissary services, credit card processing, and debit cards for inmate funds upon release from custody to the DuPage County jail. Initial term two-years, with the option to renewal with two one-year.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Sheriff's Office is required to provide inmate commissary services to the inmates of DuPage County. Credit card processing is a benefit to assist inmates, along with family/friends in funding, and debit card for inmates released to have immediate access to funds.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. RFP# 25-037-SHF
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). Decision based on scoring committee from Sheriff's Office. Other options would be to redo RFP process or continue with current vendor (current contract expires in October and all renewal options are finished).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

Send Purchase Order To:		*Send Invoices To:*	
Vendor: Aramark Correctional Services LLC	Vendor#: 10254	Dept: Sheriff's Office	Division:
Attn: Michael Cisar	Email: cisar-michael@aramark.com	Attn:	Email:
Address: 2400 Market Street	City: Philadelphia	Address: 501 N. County Farm Road	City: Wheaton
State: PA	Zip: 19103	State: IL	Zip: 60187
Phone: 630-234-9456	Fax:	Phone:	Fax:
Send Payments To:		***Ship to:***	
Vendor: Same	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		**Contract Dates**	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 24, 2025	Contract End Date (PO25): Jan 2, 2028

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Commissary Services	FY25						0.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 0.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. This contract purchase order is to provide initial implementation set up and Commissary Services for DuPage County Jail for a two-year period at no fiscal impact or cost to the County or Sheriff's Office.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

PRICING DOCUMENT

RFP Number	**25-037-SHF**	**Attachment A**
Description	**Inmate Commissary Services Product List**	

INSTRUCTIONS FOR COMPLETING DOCUMENT:

Bidders shall complete all blue shaded areas. If additional comments are required, please add as a separate attachment.

Company Name: **Aramark Correctional Services**

Commission Rate

DuPage County Sheriff's Office	Flat Rate	45.00%

PRICING DOCUMENT

RFP Number	25-037-SHF	Attachment A
Description	Inmate Commissary Services Product List	

INSTRUCTIONS FOR COMPLETING DOCUMENT:
Bidders shall complete all blue shaded areas. If additional comments are required, please add as a separate attachment.

Company Name: **Aramark Correctional Services**

Commission Rate

DuPage County Sheriff's Office — Flat Rate: 45.00%

Item Code	Item Description	Approximate Yearly Qty Ordered	Size	Current Sale Price	Alternate Pack Size if different than what is noted	Pricing
	ITEMS PAID BY INMATES					
1001	Socks - pair	1666		$2.24		$1.99
1020	T-Shirt White	296	Large	$6.39		$5.99
1021	T-Shirt White	230	X-Large	$5.92		$5.99
1022	T-Shirt White	84	2-XL	$7.75		$5.99
1023	T-Shirt White	42	3-XL	$7.18		$5.99
1040	Men's Briefs White	12	Small	$4.59		$3.29
1041	Men's Briefs White	54	Medium	$4.96		$3.29
1042	Men's Briefs White	62	Large	$4.59		$3.29
1043	Men's Briefs White	44	X-Large	$4.96		$3.29
1044	Men's Briefs White	12	2-XL	$5.43		$3.29
1051	Men's White Boxers	317	Medium	$6.17		$4.19
1052	Men's White Boxers	355	Large	$6.17		$4.19
1053	Men's White Boxers	271	X-Large	$6.17		$4.19
1060	Top, Thermal	202	Large	$9.52		$7.99
1061	Top, Thermal	191	X-Large	$10.28		$7.99
1072	Thermal Top	14	6-XL	$11.85		$9.99
1080	Woman's Panties	25	8	$5.32		$2.99
1081	Woman's Panties	40	10	$4.93		$2.99
1084	Woman's Panties	4	11	$4.93		$2.99
1102	Cross Strap Shower Shoes	106	X-Large	$3.78		$1.99
1273	White Leather Ten. Shoes	12	8	$43.56		$39.99
1274	White Leather Ten. Shoes	45	9	$47.04		$39.99
1279	White Leather Ten. Shoes	5	14	$43.56		$39.99
1320	Shorts Grey	62	Large	$18.48		$14.99
1321	Shorts Grey	24	X-Large	$17.11		$14.99
2001	Spring green Soap	2404	5 oz.	$1.64		
2002	Gold Deodorant Sopa	1675	5 oz.	$1.77		
2003	Lever 2000 Soap	41		$2.84		
2005	Ambi Soap / Complexion	87	3.5 oz.	$5.45		
2011	Dove Soap Bar	303	3.15 oz.	$4.31	2.6oz	$3.29
2014	Goat Milk Soap LoveSpell	64	3.5 oz.	$2.82		

PRICING DOCUMENT

RFP Number	**25-037-SHF**	**Attachment A**
Description	**Inmate Commissary Services Product List**	

INSTRUCTIONS FOR COMPLETING DOCUMENT:

Bidders shall complete all blue shaded areas. If additional comments are required, please add as a separate attachment.

Company Name: **Aramark Correctional Services**

Commission Rate

DuPage County Sheriff's Office — Flat Rate — 45.00%

2020	Clear Daily Revitalizing Shampoo	269	15 oz.	$3.43	16oz	$3.29
2021	Shampoo	159	4 oz.	$1.42		$1.29
2022	Dandruff Shampoo	322	8 oz.	$6.86	12oz	$3.99
2024	VO5 Conditioner	252	12.5 oz.	$3.84		
2025	Hair Conditioner	118	4 oz.	$1.53		$1.29
2030	VO5 3 in 1 Men's	828		$7.40		
2031	VO5 Shampoo	315	12.5 oz.	$3.84		
2038	Degree Anti-Perspirant	836	1.7 oz.	$6.31		
2040	Ladies Stick Gel Deodorant	48	2.25 oz.	$4.09		
2046	Roll-On Deodorant	265	1.5 oz..	$2.88		
2050	Hypoallergenic Deodorant Baby Powder	25	2.5 oz.	$8.29		
2060	Close Up Toothpaste	655	4 oz.	$4.00		
2063	Sensitive Toothpaste	224		$8.27		
2064	Mouth Wash - Alcohol Free	435	4 oz.	$1.62		$1.19
2065	Mouth Oral Rinse for Dry Mouth - Alcohol Fre	10	16 oz.	$14.69		
2069	Short Handle Toothbrush	1537		$0.67		$0.29
2076	Floss Threaders	147	5 ct.	$1.09	30ct	$4.79
2080	Denture Adhesive	9		$6.07	1.5oz	$5.99
2104	Lotion	129	4 oz.	$2.51		$1.49
2105	Jergen's Ultra Healing	125	3 oz.	$6.42		
2108	Petroleum Jelly	597	4 oz.	$2.26		$2.19
2114	100% Cocoa Butter Stick	311	1 oz.	$3.34		$3.29
2141	Singe (1) Pony Tail Holder	416		$0.59		$0.19
2150	Ponytail Holders - Black	194	18	$3.50		$2.99
2176	Softee 3 in 1 Shampoo	15	13.5 oz.	$11.44		
2178	Softee 3 in 1 Conditioner	24	13.5 oz.	$12.36		
2180	Shower Caps-Single	276	1	$0.50		$0.29
3020	Cough Drops	369	10 ct.	$2.76		
3021	Sugar Free Cough Drops	208	10 ct.	$2.81		
3048	Carmex	152	.35 oz.	$3.61		$3.29
4000	Wireless Notebook	216	80 sheet	$3.96	100	$2.99
4005	9 x 12 Envelope	265		$0.72		$0.49
4009	Yellow Writing Tablet	247	50 ct.	$1.98		$1.59
4010	Pocket Folder	164	1	$0.92		$0.59
4021	Stamped Envelope	1505	1	$0.94		$0.94

PRICING DOCUMENT

RFP Number	**25-037-SHF**	**Attachment A**
Description	**Inmate Commissary Services Product List**	

INSTRUCTIONS FOR COMPLETING DOCUMENT:
Bidders shall complete all blue shaded areas. If additional comments are required, please add as a separate attachment.

Company Name: **Aramark Correctional Services**

Commission Rate

	DuPage County Sheriff's Office	Flat Rate	45.00%			
4038	Flex Pencil without Eraser	182	1	$0.80	6"	$0.79
4049	Blue Flex Pens	485		$1.09		$0.49
4081	Tumbler with Lid	586	1	$1.90		$0.99
4082	Plastic Soap Box	314	1	$1.25		$0.99
4084	Plastic Bowl	585	23 oz.	$2.07		$1.69
4085	Drinking Mug (coffee cup style)	104	12 oz.	$2.01		$1.99
4090	Flex Spoon	62	1	$2.85		$1.29
4100	Playing Cards	452	1	$2.92		$2.79
4108	Koran	6	1	$8.84		$6.99
4111	Holy Bible	15	1	$9.52		$6.99
4117	Bicycle Playing Cards	258	1	$6.45		$5.99
4126	Stereo Earbuds with Mic	372	1	$13.61		$7.99
4162	Love you Card with Stamp	39	1	$4.00		$2.19
4163	Spanish Friendship Card with Stamp	1	1	$1.25		$2.19
4169	Holiday Card with Stamp (Easter)	14	1	$3.25		$2.19
4080	Tissue Pocket Pack	25		$0.75		
4811	Reading Glasses 1.5	14		$9.45		$3.99
4812	Reading Glasses 1.75	9	1	$8.75		$3.99
4813	Reading Glasses 2.0	7	1	$9.45		$3.99
5000	M & M Plain "K"	387	1.69 oz.	$2.25		
5001	M & M Peanut "K"	803	1.74 oz.	$3.09		
5003	Milky Way "K"	391	1.84 oz.	$3.09		$3.09
5004	Snickers "K"	924	1.86 oz.	$2.25		$3.09
5008	Nestle Crunch	2369	1.55 oz.	$1.85		
5019	Salted Peanuts "K"	1216	3.5 oz.	$2.08		$1.99
5021	Peanut Butter & Cheese Crackers "K"	641	1.37 oz.	$1.17		$1.09
5022	Sweet n Salty Trail Mix "K"	2709	3.5 oz.	$2.17	3oz	$2.09
5049	Totsie Pops-Bag "K"	402	10 oz.	$7.30	10.1oz	$7.30
6009	Black Saddle Coffee	589	4 oz.	$7.58		$6.99
6010	Decaf Coffee Bag "K"	25	3 oz.	$7.13	4oz	$6.99
6015	Tea Bags	255		$4.16	100ct	$4.09
6017	Instant Powder Milk	523	5 oz.	$7.02		$6.99
6019	Latte & Frappe Drink Mix Pack	132		$7.15		
6020	Wyler's Punch Fruity Red Drink Mix	650	10 ct.	$3.73		$3.19
6022	Wyler's Sugar Free Lemonade	707	8 pk.	$3.73		$3.19

PRICING DOCUMENT

RFP Number	**25-037-SHF**	**Attachment A**
Description	**Inmate Commissary Services Product List**	

INSTRUCTIONS FOR COMPLETING DOCUMENT:

Bidders shall complete all blue shaded areas. If additional comments are required, please add as a separate attachment.

Company Name: **Aramark Correctional Services**

Commission Rate

	DuPage County Sheriff's Office	Flat Rate	45.00%			
6100	Sugar Free Cough Drops	747	10 pk.	$1.02		
6101	Sweetener	1829	10 pk.	$1.17		$0.99
6107	French Vanilla Cream	1318	11 oz.	$3.57		
6201	RC Cola Bottle	1544	20 oz.	$2.25		$2.25
6206	7 Up Bottle	2165	20 oz.	$2.25		$2.25
6207	Dr. Pepper Bottle	1617	20 oz.	$2.08		$2.25
6222	Pepsi Zero Bottle	559	20 oz.	$2.25		$2.25
6229	Jarritos Mandarin	1343	17.7 oz.	$2.08		$2.25
7000	Cheese Popcorn "K" & "GF"	1218	2 oz.	$1.86	5oz	$2.99
7001	Chips Plain Extra Value "K" & "GF"	2198		$2.50	2.11oz	$1.89
7009	Snyder's Cheddar Pretzel Pieces "K"	2590	2.25 oz.	$1.50		$1.49
7011	Hot N/ Spicy Cheese Curls	12066	5 oz.	$2.65	9oz	$4.79
7022	Oatmeal Raisin Cookies "K"	2628	2.5 oz.	$1.27		$1.29
7033	Hot N Spicy Beef Summer Sausage	8896	5.0 oz.	$4.62		$4.62
7038	Netok Peanut Butter Cookie	3664	1.25 oz.	$0.84		$0.79
7044	Cheddar Cheese Squeezer	490	1 oz.	$1.27		$1.19
7056	Pepperoni Sliced	732	3.5 oz.	$5.61		$5.59
7069	Box of Oatmeal "K"	4019	10 pks.	$5.35		
7071	Spanish Rice	19446	2 oz.	$1.86		$1.86
7083	Ramen Chicken	8720	3 oz.	$1.08		$0.99
7087	Ramen Chili Lime Shrimp	19697	3 oz.	$1.08		$0.99
7994	Carmel Swirls White Chocolate Pretzels	342		$3.31		

RFP Number	25-037-SHF	Attachment A (2.0) - Alternate Items
Description	Inmate Commissary Services Product List	

INSTRUCTIONS FOR COMPLETING DOCUMENT:

Bidders shall complete all blue shaded areas. If additional comments are required, please add as a separate attachment.

Company Name: **Aramark Correctional Services**

Commission Rate

DuPage County Sheriff's Office — Flat Rate: 45.00%

Item Code	Item Description	Approximate Yearly Qty Ordered	Size	Current Sale Price	Alternate Pack Size if different than what is noted	Pricing
	ITEMS PAID BY INMATES					
2001	Spring green Soap	2404	5 oz.	$1.64	3.2oz	$1.59
2002	Gold Deodorant Sopa	1675	5 oz.	$1.77	6oz	$1.99
2003	Lever 2000 Soap	41		$2.84	3.2oz	$2.49
2005	Ambi Soap / Complexion	87	3.5 oz.	$5.45	4oz	$5.45
2014	Goat Milk Soap LoveSpell	64	3.5 oz.	$2.82	3.1oz	$2.82
2024	VO5 Conditioner	252	12.5 oz.	$3.84	15oz	$3.79
2030	VO5 3 in 1 Men's	828		$7.40	15oz	$3.79
2031	VO5 Shampoo	315	12.5 oz.	$3.84	15oz	$3.79
2038	Degree Anti-Perspirant	836	1.7 oz.	$6.31		$4.99
2040	Ladies Stick Gel Deodorant	48	2.25 oz.	$4.09	2.5oz	$3.79
2046	Roll-On Deodorant	265	1.5 oz..	$2.88	1.7oz	$2.59
2050	Hypoallergenic Deodorant Baby Powder	25	2.5 oz.	$8.29	4oz	$1.99
2060	Close Up Toothpaste	655	4 oz.	$4.00	6oz	$3.49
2063	Sensitive Toothpaste	224		$8.27	0.8oz	$3.99
2065	Mouth Oral Rinse for Dry Mouth - Alcohol Fr	10	16 oz.	$14.69		$13.99
2105	Jergen's Ultra Healing	125	3 oz.	$6.42	3.4oz	$6.29
2176	Softee 3 in 1 Shampoo	15	13.5 oz.	$11.44	7.5oz	$8.99
2178	Softee 3 in 1 Conditioner	24	13.5 oz.	$12.36	2oz	$8.99
3020	Cough Drops	369	10 ct.	$2.76	30CT	$2.76
3021	Sugar Free Cough Drops	208	10 ct.	$2.81	25CT	$2.81
4126	Stereo Earbuds with Mic	372	1	$13.61		$7.99
4080	Tissue Pocket Pack	25		$0.75	100ct	$0.99
5000	M & M Plain "K"	387	1.69 oz.	$2.25	3.1oz	$3.09
5001	M & M Peanut "K"	803	1.74 oz.	$3.09	3.1oz	$3.09

RFP Number	25-037-SHF	Attachment A (2.0) - Alternate Items
Description	Inmate Commissary Services Product List	

INSTRUCTIONS FOR COMPLETING DOCUMENT:

Bidders shall complete all blue shaded areas. If additional comments are required, please add as a separate attachment.

	Company Name:	Aramark Correctional Services				
5008	Nestle Crunch	2369	1.55 oz.	$1.85	3.2oz	$3.09
6010	Decaf Coffee Bag "K"	25	3 oz.	$7.13	4oz	$6.99
6019	Latte & Frappe Drink Mix Pack	132		$7.15	10oz	$6.99
6100	Sugar Free Cough Drops	747	10 pk.	$1.02	25ct	$2.81
6107	French Vanilla Cream	1318	11 oz.	$3.57	6.75oz	$2.99
7000	Cheese Popcorn "K" & "GF"	1218	2 oz.	$1.86	5oz	$2.99
7001	Chips Plain Extra Value "K" & "GF"	2198		$2.50	2.11oz	$1.89
7011	Hot N/ Spicy Cheese Curls	12066	5 oz.	$2.65	9oz	$4.79
7069	Box of Oatmeal "K"	4019	10 pks.	$5.35	INV PACKET	$0.79
7994	Carmel Swirls White Chocolate Pretzels	342		$3.31	4.25oz	$4.99

Indigent items*		**Cost to County**
Deodorant	.5 oz	$0.44
Clear tube toothpaste	0.85 oz	$0.19
Postcard (postage included)	one	$0.62
Golf pencil	one	$0.03
Total cost to DuPage County		$1.28

Proposal Pricing Form

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-037-SHF
COMPANY NAME:	Aramark Correctional Services, LLC
CONTACT PERSON:	Michael Elchenko
CONTACT EMAIL:	Elchenko-Michael@aramark.com

Section II: Pricing – Attachment A

F.O.B. All goods shall be shipped F.O.B. Destination, delivered and installed.

Bidders shall complete all blue shaded areas of **Attachment A Pricing Sheet**.

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Proposal Pricing Form.

Printed Name: Michael Elchenko Signature: [redacted]

Title: Vice President, Growth Date: July 21, 2025

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

PROPOSAL FORM

Section I: Contact Information

Complete the contact information below.

RFP NUMBER:	25-037-SHF
COMPANY NAME:	Aramark Correctional Services, LLC
MAIN ADDRESS:	2400 Market Street
CITY, STATE, ZIP CODE:	Philadelphia, PA 19103
TELPHONE NO.:	(352) 303-3478
CONTACT PERSON:	Michael Elchenko
CONTACT EMAIL:	elchenko-michael@aramark.com

Section III: Certification

The undersigned certifies that they are:

- ☐ The Owner or Sole Proprietor
- ☐ A Member authorized to sign on behalf of the Partnership
- ☒ An Officer of the Corporation
- ☐ A Member of the Joint Venture

Herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Tim Barttrum	Michael Elchenko
(President or Partner)	(Vice-President or Partner)
(Secretary or Partner)	(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, , 2, 3 , and 4 issued thereto.

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time and at the price therein prescribed.

Further, the undersigned certifies and warrants that they are duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, Proposal rigging or Proposal-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that they have examined and carefully prepared this Proposal and have checked the same in detail before submitting this Proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Offeror certifies that they have provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that it will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

The Offeror acknowledges and agrees that the proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Offeror agrees to provide the service described in this solicitation and in the contract specifications under the conditions outlined in attached documents for the amount stated.

By signing below, the Offeror agrees to the terms of this Proposal Form and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Offeror: Michael Elchenko   Signature: [redacted]

Title: Vice President of Growth   Date: July 21, 2025

DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-037-SHF
COMPANY NAME:	Aramark Correctional Services, LLC
CONTACT PERSON:	Michael Elchenko
CONTACT EMAIL:	elchenko-michael@aramark.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE
N/A				

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

- ☐ Yes
- ☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:

Ethics | DuPage Co, IL

The full text of the County's Procurement Ordinance is available at:

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Michael Elchenko Signature: [redacted]

Title: Vice President of Growth Date: July 21, 2025

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

Finance Resolution

File #: FI-R-0149-25 **Agenda Date:** 9/16/2025 **Agenda #:** 7.A.

ACCEPTANCE AND APPROPRIATION OF
THE TOBACCO ENFORCEMENT PROGRAM GRANT PY26
INTERGOVERNMENTAL AGREEMENT NO. 43CEZ03636
COMPANY 5000 - ACCOUNTING UNIT 4495
$7,172

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

WHEREAS, the County of DuPage, through the DuPage County Sheriff's Office, has been notified by the Illinois Department of Human Services that grant funds in the amount of $7,172 (SEVEN THOUSAND ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS) are available to conduct a Tobacco Enforcement Program; and

WHEREAS, to accept this grant award, the County of DuPage must enter into Intergovernmental Agreement No. 43CEZ03636 with the Illinois Department of Human Services, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the term of the Inter-Governmental Agreement is from July 1, 2025 through June 30, 2026; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Intergovernmental Agreement No. 43CEZ03636 (ATTACHMENT II) between DuPage County and the Illinois Department of Human Services be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of $7,172 (SEVEN THOUSAND ONE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS) be made to establish the Tobacco Enforcement Program Grant PY25, Company 5000 - Accounting Unit 4495, for the period July 1, 2025 through June 30, 2026; and

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

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

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

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____________________________________

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE
TOBACCO ENFORCEMENT PROGRAM GRANT PY26
INTERGOVERNMENTAL AGREEMENT NO. 43CEZ03636
COMPANY 5000 – ACCOUNTING UNIT 4495
$7,172

REVENUE		
41000-0002 - Federal Operating Grant - HHS	$ 7,172	
TOTAL ANTICIPATED REVENUE		$ 7,172
EXPENDITURES		
PERSONNEL		
50010-0000 - Overtime	$ 5,210	
51010-0000 - Employer Share I.M.R.F.	1,563	
51030-0000 - Employer Share Social Security	399	
TOTAL PERSONNEL		$ 7,172
TOTAL ADDITIONAL APPROPRIATION		$ 7,172

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND

DUPAGE COUNTY DEPARTMENT OF

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES

By:

____

Signature of Dulce Quintero, Secretary

Date: ______________________________

Designee Name: ______________________________

Designee Title: Contract Obligations Analyst

By: ______________________________

Signature of Second Grantor Approver, if applicable

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

Second Grantor Approver

By: ______________________________

Signature of Third Grantor Approver, if applicable

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

Third Grantor Approver

DUPAGE COUNTY DEPARTMENT OF

By:

____

Signature of Authorized Representative

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

E-mail: eduardo.castillo@dupagesheriff.org

FEIN: 366006551

By: ______________________________

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

Second Grantee Approver

(optional at Grantee's discretion)

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PART ONE – THE UNIFORM TERMS

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
AWARD INFORMATION

2.1 Term. This Agreement shall be effective on Jul 1, 2025 and expires on Jun 30, 2026 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be **$7,172.00**, of which **$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

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

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV
PAYMENT REQUIREMENTS

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

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

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

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

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

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

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI
BUDGET

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

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

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

ARTICLE VII
ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII
LOBBYING

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

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

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

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

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

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

ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE X
FINANCIAL REPORTING REQUIREMENTS

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

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI
PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII
AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.4. "For-Profit" Entities.

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

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

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

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

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

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

ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

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

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

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

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

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

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

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

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

ARTICLE XV
NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

ARTICLE XVII
CONFLICT OF INTEREST

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

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

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

ARTICLE XVIII
EQUIPMENT OR PROPERTY

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

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

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

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

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

ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX
INSURANCE

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

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

ARTICLE XXI
LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

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

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

ARTICLE XXII
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

22.11. Precedence.

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: TOBACCO ENFORCEMENT PROGRAM
PURPOSE OF GRANT
ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-26-1565
Appropriation FY: 2026
Appropriation Code: 0733.44442.4900.000000NE
WBS Element: 444DSUPR26-PROVPC22-SA11
Sponed. Prog: PROV
Appropriation Amount: $7,172.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: Yes
Assistance Listing Program Number: N/A
Assistance Listing Program Title: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

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

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

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Prevention and Treatment in this context includes

EXHIBIT A

PROJECT DESCRIPTION

the prevention and/or treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.); 21 U.S.C. 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

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

EXHIBIT B

DELIVERABLES

1. Reporting Requirements:
A. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit E, grantee shall submit financial reports to Grantor pursuant to Paragraph 10.1 using Grantor monthly expenditure payment voucher form submitted no later than 15 days after the month ends.
B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 10.2 using Grantor form no later than 30 days after this Agreement's end of the period of performance or termination.
C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit E, grantee shall submit Performance Reports to Grantor pursuant to Paragraph 11.1 and such reports must be submitted no later than 30 days after the end of each quarter during the grant year.
D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 11.2 using Grantor form or format no later than 30 days after this Agreement's end of the period of performance or termination.
2. Assure that law enforcement personnel implementing the program are trained through an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class (to be offered by IDHS SUPR vendor) or have received prior approved training within the last five years. Documentation of prior training may be requested at any point during the contract year or if audited.
3. Hire and train local 16-year-old through 20-year-old youth, based upon tobacco ordinance, in tobacco retailer compliance visit processes that assures safety first. Submit proof of age and the completed Minor Participation Packet for each minor to IDHS SUPR by June 30, 2026, or when requested after Compliance Checks.
4. Submit completed Provider Performance Reports according to form instructions to IDHS SUPR each quarter by the 30th of the following month.
5. Provide tobacco retailers within municipality 2026 educational materials provided by IDHS SUPR regarding sales to minors. Submit grantee signed Tobacco Retailer Education Log to DHS October 31, 2025, and invoice for the total number of tobacco retailers educated to IDHS SUPR by November 20, 2025. See Exhibit C for payment terms.
6. Conduct a round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by December 21, 2025. Respond to violations according to applicable state laws/regulations and local regulations.
7. Complete the Tobacco Enforcement Program Summary Report on first round of compliance checks. Submit form to IDHS SUPR by January 10, 2026.
8. Conduct a second round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by March 31, 2026. Respond to violations according to applicable state laws/regulations and local regulations.
9. Complete the Tobacco Enforcement Program Summary Report on the second round of compliance checks. Submit form to IDHS SUPR by April 10, 2026.
10. Conduct a third round of tobacco compliance checks of all tobacco retailers within

EXHIBIT B

DELIVERABLES

municipality according to applicable state laws and regulations by May 30,2026, Respond to violations according to applicable state laws/regulations and local regulations.

11. Complete the Tobacco Enforcement Program Summary Report on third round of compliance checks and submit invoice for the total number of tobacco retailers that received three rounds of compliance checks to IDHS SUPR by June 10th, 2026.

12. Grantee may have additional time granted for activities if needed to obtain additional underage agents or if there is a change in grantee status, including but not limited to, promotions, retirement, lack of staff, etc.; this exception is only effective until the end of the current fiscal year end contract.

13. Grantee will submit a program narrative by the end of Q3 that clearly identifies program goals, targets or planned work outputs, method of accomplishment, a timeline for completion, anticipated subcontracting activity, and desired results; program narrative must align with the budget narrative submitted in CSA.

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

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: CHEMETHA BAKER
Title: TPP Coordinator
Address: 401 S Clinton St
Chicago, IL 60607-3800

GRANTEE CONTACT

Name: Eduardo Castillo
Title: Lieutenant
Address: 421 N County Farm Rd
Wheaton, IL 60187-3978

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

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: CHEMETHA BAKER
Title: TPP Coordinator
Address: 401 S Clinton St
Chicago, IL 60607-3800
Phone: 312-814-2311
TTY #:
E-mail Address: chemetha.baker@illinois.gov

GRANTEE CONTACT

Name: Eduardo Castillo
Title: Lieutenant
Address: 421 N County Farm Rd
Wheaton, IL 60187-3978
Phone: 630-407-2317
TTY #:
E-mail Address: eduardo.castillo@dupagesheriff.org

EXHIBIT D

PERFORMANCE MEASURES

1. All quarterly Provider Performance Reports are submitted as indicated.
2. All tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log submittal to DHS October 31, 2024, and invoice submitted by November 20, 2024. See Exhibit B #3, and #4.
3. First round of tobacco compliance checks completed by December 21, 2025.
4. First round Tobacco Enforcement Program Summary Report submitted by January 10, 2026.
5. Second round of tobacco compliance checks completed by March 31, 2026.
6. Second round Tobacco Enforcement Program Summary Report submitted by April 10, 2026.
7. Third round of tobacco compliance checks completed by May 30, 2026.
8. Third round Tobacco Enforcement Program Summary Report and invoice submitted by June 10th, 2025.

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

EXHIBIT D

PERFORMANCE STANDARDS

1. 100% of quarterly Provider Performance Reports are submitted as indicated.
2. 100% of tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log and invoice submitted by November 10, 2025. See Exhibit B #3, and #4.
3. At least 90% of first round tobacco compliance checks are completed by December 21, 2025.
4. 100% first round Tobacco Enforcement Program Summary Report received by January 10, 2026.
5. At least 90% of second round tobacco compliance checks completed by March 31, 2026.
6. 100% second round Tobacco Enforcement Program Summary Report and invoice received by April 10, 2026.
7. At least 90% of third round tobacco compliance checks completed by May 20, 2026.
8. 100% third round Tobacco Enforcement Program Summary Report and invoice received by June 10, 2026.

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

EXHIBIT E

SPECIFIC CONDITIONS

N/A

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

EXHIBIT F

PAYMENT

IV. Financial Reporting Requirements

A. Submission Periodic Financial Reports (PFR):

The Providers will submit reporting to the Division of Division of Behavioral Health (DBH) on a quarterly basis, utilizing the Periodic Financial Report (GOMBGATU-4002). Quarterly reports will be submitted no later than 15 days after end of each report period. 1st Quarter Reports are due No Later Than (NLT) October 15th, 2nd Quarter Reports are due NLT January 15th, 3rd Quarter Reports are due NLT April 15th, 4th Quarter Reports are due NLT July 15th. These reports are to be email to your grant manager and DHS.SUPRVouchers@illinois.gov with the subject line stating: PFR, the Reporting Quarter, and Provider Organization Name. All PFRs should be returned in the Excel format, with electronic signature.

For Expenditure based grants:

B The Monthly Grant Invoice (IL444-5257) is required for submitting financial information. The Monthly Grant Invoice report will be submitted no later than 15 days following the month of expense. The July Monthly Grant Invoice Report are due No Later Than (NLT) August 15th, August Monthly Grant Invoice Report is due NLT September 15th, September Monthly Grant Invoice Report is due NLT October 15th, and so on. The Monthly Grant Invoices are to be email to your grant manager and DHS.SUPRVouchers@illinois.gov with the subject line stating: Monthly Grant Invoice, the Reporting Month, and Provider Organization Name.

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

Failure to comply with these reporting requirements could result in the Department placing you on the stop pay list, withholding of funds, termination of the grant agreement and subject to the Grant Funds Recovery Act.

D. Provider will submit a program narrative by September 30th (or as designated by the program staff) that clearly identifies program goals, targets or planned work outputs, method of accomplishment, a timeline for completion, anticipated subcontracting activity, and desired results; program narrative must align with the budget narrative submitted in CSA.

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

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

EXHIBIT F

PAYMENT

Program Summary Reports, and EPVs.
Rates to be utilized:

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

Description Quantity Basis Cost Length of Time (# of Retailors) Grant Exclusive Line-Item Cost
Retailor Education1Rate$55.00 1
$55.00
Compliance Check 11Rate$36.00 1
$36.00
Compliance Check 21Rate$36.00 1
$36.00
Compliance Check 31Rate$36.0 1
$36.00
Record Maintenance1Rate10% 1 $16.30
State Total $180.00

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

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

PART TWO –GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII
ADDITIONAL CERTIFICATIONS

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

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

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

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

ARTICLE XXIV
ADDITIONAL TERMS

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

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

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

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

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

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

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

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

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

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

ARTICLE XXV
MONITORING AND INFORMATION

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

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

25.3 Rights of Review. This 0 does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXVI
WORK PRODUCT

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

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

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

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

ARTICLE XXVII
POST-TERMINATION/NON-RENEWAL

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

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

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

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

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

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

ARTICLE XXVIII
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE

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

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

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

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

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PART THREE –PROJECT-SPECIFIC TERMS

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

ARTICLE XXIX
ADDITIONAL REQUIREMENTS

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

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

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Division of Behavioral Health and Recovery Substance Use and Gambling Disorder Services Attachment C

Table of Contents

I. Introduction

This document is an attachment to the Illinois Department of Human Services (IDHS) Division of Behavioral Health and Recovery (DBHR) Substance Use and Gambling Disorder Services Uniform Grant Agreement (UGA). This attachment identifies additional grant agreement/contract rules and requirements that are not specified in the UGA but that apply to all funded organizations.

II. Applicable Laws, Rules, and Regulations

Compliance is required with all applicable laws, rules, and regulations, as well as guidelines of the state and federal government, including but not limited to:

A. Federal

Fee-for-Service (Medicaid) and Grant Funded

1. Program Fraud Civil Remedies Act (45 CFR, Part 79). Certification of compliance with the Program Fraud Civil Remedies Act.
2. Federal regulations regarding Diagnostic, Screening, Prevention, and Rehabilitation Services (Medicaid) (42 CFR 440.130).
3. Confidentiality of Substance Use Disorder Patient Records (42 CFR, Part 2).
4. Federal regulations regarding Opioid Maintenance Therapy (21 CFR 291.505 (FDA)), (21 CFR1301-1307 (DEA)).

Grant Funded Only

1. Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG) (45 CFR, Part 96 Subpart L).
2. Charitable Choice: Religious organizations as defined under 42 CFR 54.2(b), shall comply with the Charitable Choice Regulations as set forth in 42 CFR 54.1 et seq. regarding funds provided directly to pay for substance use disorder prevention and treatment services under 42 U.S.C. 300x-21 et seq.; 42 U.S.C. 290aa, et seq.; and 42 U.S.C. 290cc-21 to 290cc-35.

    a. Notice shall be given to each patient and potential patient of his/her right to receive alternative services from another organization, and the right to be referred to alternative services that reasonably meet the requirements of timeliness, capacity, accessibility and equivalency as set forth in 42 CFR 54.8 and 54a.8. It is recommended that the "model notice" set forth in Appendix A of 42 CFR 54a be used.
    b. Referrals shall be made to alternative organizations as set forth in 42 CFR 54.8 and 54a.8 and can be made utilizing 1-833-2FINDHELP or www.helplineil.org to identify suitable alternative organizations.
    c. A record of referrals made pursuant to these regulations shall be maintained and provided to IDHS on an annual survey as requested.
    d. No patient or potential patient may be discriminated against based on religion, a religious belief, or a refusal to actively participate in a religious practice.
    e. Funds shall not be used for inherently religious activities, such as worship, religious instruction, or proselytizing.
3. The Illinois Substance Use Disorder Act (20 ILCS 301), (hereafter referred to as the "Act").
4. Title 77 Ill. Adm. Code, Parts 2059, 2060 and 2090.
5. Title 44, Part 7000, Grant Accountability and Transparency Act.
6. 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

B. State

Fee-for-Service (Medicaid) and All Grant Funded

1. The Illinois Substance Use Disorder Act (20 ILCS 301), (hereafter referred to as the "Act").
2. Title 77 Ill. Adm. Code, Parts 2059, 2060 and 2090.
3. Title 44, Part 7000, Grant Accountability and Transparency Act.
4. Public Act 100-1058 Section 10, The Health Care Worker Self-Referral Act.

5. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards.
6. (410 ILCS 705/) Cannabis Regulation and Tax Act, when applicable.

C. Manuals

Fee-for-Service (Medicaid) and Grant Funded

- IDHS/DBHR DARTS Manual
- IDHS/DBHR Contractual Policy Manual

Fee-for-Service (Medicaid)

- Policy Manual for Participants Covered Under the Department of Healthcare and Family Services (IDHFS) Medical Programs

D. Residential and Opioid Treatment Programs Funded by SUPTRS BG

Capacity Management

- All residential American Society of Addiction Medicine (ASAM) level 3.5 and Opioid Treatment Program (OTP) IDHS licensed and funded programs are expected to use the Capacity Management (CapMan) system.

III. Treatment and Support Services

1. Services are more specifically described in the IDHS/DBHR Substance Use and Gambling Disorder Services Contractual Policy Manual.
2. All services can be funded via Grant, but Medicaid fee-for-service reimbursement from is only allowed for services that are covered in the DHFS Medicaid State Plan or for waiver services included as pilots in the Better Care Illinois Behavioral Health Initiative. All services must be delivered by licensed and/or certified organizations. Grant funds can only be used as payor of last resort for services that have not been denied by other payors due to medical necessity.

A. Treatment Services*

1. Level 0.5 (Early Intervention) as specified in Part 2060.405 (a).
2. Level 1 (Outpatient) as specified in Part 2060.410 (a).
3. Level 2.1 and 2.5 (Intensive Outpatient/Partial Hospitalization) as specified in Part 2060.410 (b).

4. Level 3.1 (Residential Extended Care) as defined in Part 2060.120 and as specified in Part 2060.410 (d).
5. Level 3.2 (Withdrawal Management) as specified in Part 2060.410 (e).
6. Level 3.5 (Residential Rehabilitation) as specified in Part 2060.410 (f).
7. Level 3.7 (Withdrawal Management) as specified in Part 2060.410 (g).
8. Psychiatric Evaluation: An examination of a patient and exchange of information to determine whether the patient's condition is because of alcohol and/or other drugs or to a diagnosed psychiatric disorder.
9. Medication Monitoring: A medical review of a patient's use of psychotropic medications while in treatment that is conducted by the organization's psychiatrist or physician or physician extender.
10. Medication Assisted Recovery: The prescription of medications that are approved by the U.S. Food and Drug Administration for the treatment of a substance use disorder and that support recovery for individuals receiving services in a facility licensed by the Division. Medication assisted recovery includes but is not limited to opioid treatment services using Methadone.
11. Gambling Intervention and Gambling Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.

* The American Society of Addiction Medicine (ASAM) Levels of Care are established by the latest ASAM edition of the Patient Placement Criteria and their implementation by IDHS/DBHR.

B. Support Services

1. Toxicology: Urine, blood or saliva analysis to determine the presence of alcohol and/or other drugs in patients who receive treatment or intervention services.
2. Case Management: A coordinated approach to the delivery of health and medical treatment, substance use disorder treatment, mental health treatment, and social services, linking patients with appropriate services to address specific needs and achieve stated goals.
3. Community Intervention: A service that occurs within the community rather than in a treatment setting. These services focus on the community and its residents and include crisis intervention, case finding to identify individuals in need of service, including in-reach and outreach to targeted populations or individuals not admitted to treatment and peer recovery support (PRS) services. Outreach is the encouragement, engagement or re-engagement of at-risk individual(s) into treatment through community institutions such as churches, schools and medical facilities (as defined by the community) or through IDHS/DBHR consultation. In-

reach is the education of community institutions or state agencies and social services staff regarding the screening and referral of at-risk individuals to treatment programs for the purposes of a clinical assessment.

4. Recovery Home: Services as specified in Part 2060.540 and/or in the service requirements located in the Contractual Policy Manual.
5. Criminal Justice Services: Activities designed to serve individuals with substance use disorders currently under the jurisdiction of the Circuit Courts and Judicial Districts of the State of Illinois, County Probation Departments, local State's Attorney's Offices and County Sheriff's Departments. Services are designed to refer those individuals into treatment programs as an alternative to prosecution or incarceration and to clinically monitor and track their progress in treatment. Activities designed to also serve inmates involved with or who are parolees of Department of Corrections Correctional Center substance use disorder treatment programs. These services are designed to intervene and address multiple problems, often chronic in nature, presented by the individual at the time of parole to the community and must include referrals to licensed community-based substance use disorder treatment organizations for continuing treatment and/or recovery.
6. Medications: Limited reimbursement for the cost of substance use disorder medications.
7. Interpreter Services for the Deaf or Hearing Impaired: Interpreter services for treatment clients who are also deaf or hearing impaired.
8. Child Domiciliary: Beds for children who reside with a parent who is receiving residential care or who is residing in a recovery home.
9. Gambling Intervention and Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.
10. Peer Recovery Support Services: non-clinical services that support individuals in their journey of recovery from substance use and/or mental health or other behavioral health challenges.
11. Special Project: The provision of special or unique projects. Descriptions are specified in a separate scope of services (Uniform Grant Agreement exhibit) that are incorporated into and, therefore, are a part of the IDHS UGA.
12. Vouchered Contract Deliverable: The provision through fixed rate or grant that cannot be billed electronically through DARTS.

C. Interim Services (45 CFR 96.121)

Interim Services or Interim Substance Use Disorder Services means services that are provided until an individual is admitted to a substance use disorder treatment program.

The purposes of the services are to reduce adverse health effects, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), the risks of needle-sharing, the risks of HIV and TB transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

D. Tuberculosis Services

At a minimum, TB services must include counseling regarding tuberculosis and testing to determine infection with mycobacterium tuberculosis and the appropriate form of treatment and to provide a referral for infected persons for appropriate medical evaluation and treatment. Through arrangements with other public or nonprofit entities, such tuberculosis services shall be routinely available to everyone receiving treatment for a substance use disorder; and in the case of an individual in need of such treatment, who is denied admission based on the lack of capacity of the organization to admit the individual, will refer the organization to another provider of tuberculosis services.

Organizations with SUPTRS BG funding shall report TB services correctly through DARTS and ensure that all TB education is properly documented in the client/patient record to demonstrate compliance with this SUPTRS BG funding requirements. Addition guidance is provided in Contract Policy Manual.

E. Pregnant Women and Women with Dependent Children (45 CFR 96.124)

Families shall be treated as a unit and therefore organizations shall admit both women and their children into treatment, if appropriate, including women attempting to regain custody of their children. The organization shall also make available, either directly or through linkage agreements with other public or nonprofit entities, the provision or arrangement for the following services:

1. Primary medical care for women, including referral for prenatal care and the provision of childcare while such women are receiving these services;
2. Primary pediatric care, including immunization, for children;
3. Gender specific treatment and therapeutic interventions for the women which may address relationship issues, sexual and physical abuse, parenting skills and the provision of childcare while such women are receiving these services;

4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse and neglect; and
5. Sufficient case management and transportation to ensure women and their children have access to these services.

Confirmation of the direct delivery of services or through referral will be documented in record.

F. Treatment Services for Pregnant Women (45 CFR 96.131)

Pregnant women who seek or are referred and who would benefit from such services shall be given preference in admission to treatment. The organization shall publicize the availability of treatment services to this population and that priority is given for admission. If unable to admit a pregnant woman because of insufficient capacity or because the organization does not deliver the necessary services, referral to another organization must be made and documented within 48 hours of the request. The organization shall also notify DBHR regarding such persons for whom it lacks the capacity to admit. This notification shall be made using the CapMan system which will enable the Division to identify an organization with the capacity to provide the necessary treatment.

G. Capacity for Treatment for Patients with Injecting Substance Use Disorders (45 CFR 96.126)

If the organization delivers treatment for patients with injecting substance use disorders, it shall:

1. Notify the Division immediately upon reaching 90% capacity to admit such individuals. Such notification shall be by use of CapMan.
2. Admit an individual who requests and needs treatment for intravenous drug use no later than 14 days after the individual makes the request for admission; or 120 days after the date of the initial request, if no organization has the capacity to admit the individual on the date of such request and if interim services, as defined herein, are made available to the individual not later than 48 hours after such request.
3. Establish a waiting list, which includes a unique patient identifier for each individual seeking treatment, including those receiving interim services, while awaiting admission to treatment.
4. Use outreach models that are evidence-based and scientifically sound or, if no such models are available which are applicable to the local situation, use an

approach which reasonably can be expected to be an effective outreach method. All models shall require that outreach efforts include the following:

a) Selecting, training and supervising outreach workers;
b) A strategy to contact high risk substance users, their associates and neighborhood residents that conforms to state and federal confidentiality requirements including 42 CFR, Part 2;
c) Promoting awareness among injecting drug users about the relationship between injecting drug use and communicable diseases such as HIV;
d) Recommend steps that can be taken to ensure that HIV transmission does not occur; and
e) Encouraging entry into treatment.

Confirmation of the direct delivery of services or through referral will be documented in record.

IV. Prevention Services

Services are driven by deliverables specified in Uniform Grant Agreement exhibits specific to the type of prevention program. The types of prevention programs are specified in the Contractual Policy Manual. The Drug Overdose Prevention Program is part of the Bureau of Prevention Services and activities are specified in the Substance Use Disorder Act (20 ILCS 301/5-23).

V. Deliverables

Fee-for-Service (Medicaid) and Grant Funded

A. Contractual Policy Manual and Specific Exhibits

The terms and conditions and deliverables set forth in the IDHS/DBHR Contractual Policy Manual and in all applicable Exhibits and/or service requirements located in the manual shall be in addition to those contained in this principal Attachment and in the Uniform Grant Agreement. They are incorporated herein by reference.

B. Conflict Between Attachment C, Exhibits and Service Requirements

In the event of a conflict between Attachment C, and an Exhibit or Service Requirement, the terms of the latter shall supersede and govern.

Grant Funded Only

C. Continuity of Services

The funds obligated under this award are for the entire twelve-month period of the state fiscal year referenced herein unless a specific start date is indicated due to funding restrictions. Therefore, the organization shall ensure that all services funded by this award are available for the entire twelve-month period of the fiscal year irrespective of when full disbursement of the award occurs. IDHS/DBHR Grant-funded programs should prioritize the development of comprehensive plans to guarantee the lasting sustainability of the critical services they provide to individuals and communities.

D. Annual Certification Plan (ACP) Survey

The organization shall complete an Annual Certification Plan [Survey] in a prescribed format and have such a plan approved in writing and on file with IDHS/DBHR.

VI. Payment

A. Funding Methodology

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Grantees will automatically be paid via Reimbursement Method unless a request for Advance Payment Method or Working Capital Advance Method is made using the IDHS Advance Payment Request Cash Budget Template. However, fixed rate grants are only eligible to use Reimbursement method.

Advance Payment Method (Advance and Reconcile)

1. Since IDHS is subject to the Grant Accountability and Transparency Act, IDHS is required by 44 Ill. Admin. Code 7000.120 to remit Award payments via advance payment when Awardees meet the requirements set forth in 2 CFR 200.302 (Financial Management), 44 Ill. Admin. Code 7000.120(b)(i)(A)(i and ii) (Advance Payments), and other requirements as described in this Directive.
2. Awardees may request advance payment for each Award issued by IDHS. Requests must be submitted to the respective Award Program Manager by the method prescribed in the Grant program Notice of Funding Opportunity (NOFO) or the Catalog of State Financial Assistance (CSFA) - Program Listing. A separate request must be submitted for each IDHS Grant program application.
3. Requests for advance payment must be accompanied by an IDHS Advance Payment Request Cash Budget Template (Cash Budget) for each Award. Cash

Budgets must be signed by either the Chief Executive Officer (or equivalent) or Chief Financial Officer (or equivalent) for the entity. The executive's signature certifies that their entity complies with the requirements set forth in 2 CFR 200.302 (Financial Management) and 44 Ill. Admin. Code 7000.120(b)(i)(A) (Advance Payments). The Cash Budget must demonstrate the estimated monthly cash requirements for each month of program Award operation. Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Awardee in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Awardee for direct program or project costs and the proportionate share of any allowable indirect costs. Additionally, the Awardee entity must make timely payments to sub-recipients and contractors.

4. Upon program approval for advance payment, an initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.
5. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 15 days after the first month of the Award's term. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
6. Subsequent monthly payments will be based on each monthly invoice submitted by Grantee to Grantor, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.
7. Grantees that do not expend all advance payment amounts by the end of the Award term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective budget, must return the funds within 45 days.
8. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
9. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

II. Reimbursement Method

1. Grant Fixed Rate: means payments for non-Medicaid services based on a rate, unit cost or allowable costs incurred, that are based on a statement, bill or DARTS

submission as required by IDHS. Fixed Rate payments are subject to all federal administrative regulations and requirements including, but not limited to, OMB Circular A-102, OMB Circular A-100, OMB Circular A-133, and are subject to all applicable cost principles, including OMB Circular A-21, OMB Circular A-87 and OMB Circular A-122. A Fixed Rate agreement, in common terminology, is a non-Medicaid fee-for-service agreement. Fixed Rate grants will be paid on a Reimbursement basis.

2. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.
3. Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted on or before the 15th calendar day following the end of each monthly invoice period. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.
4. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III. Working Capital Advance Method

1. IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.
2. Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. The first invoice is due 15 calendar days after the first month of the Award term. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
3. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
4. Working Capital Advance Payments are limited to a single occurrence per grant term.
5. Following the initial working capital advance payment, grantees will be paid via advance or reimbursement method as appropriate.

B. Payments Processed by Division

All Payments are subject to post-payment audit and recovery procedure as set forth in IX, F. of this attachment.

C. Grantee Compliance Enforcement System: Illinois Stop Payment List

The Grant Accountability and Transparency Act (GATA) established a Grantee Compliance Enforcement System that outlines a statewide framework for State agencies to manage occurrences of noncompliance with grant requirements. See 44 ILCS 7000.80 For example, organizations that do not submit monthly invoices or quarterly periodic performance reports as per deliverable requirements in their UGA can be referred to IDHS for placement on the IDHS stop-pay list. Possible non-compliance repercussions include referral to the State stop pay system which impacts all agencies' payments.

D. Final Billing Submission Date

The final submission date for billing all non-Medicaid funded services is close of business of the first Monday of August. Notification is provided twice a year in writing of the actual final submission date. It is the responsibility of each organization to ensure that all fiscal year billings are submitted for DARTS or manual processing by this date. As a reminder, it is critically important that DARTS or manual billing errors be resolved when they occur as delays in billing reconciliation from the organization that result in non-accepted or late submissions will not be eligible for payment through the Court of Claims. Examples of such delays that are the responsibility of the organization are:

1. Submission of claims past the August date.
2. Non-reconciliation of software reporting problems resulting in inability to submit bills by the August date.
3. Non-reconciliation of DARTS or manual billing errors by the August date.
4. Non-submission of manual payment vouchers by the August date.

To assist with compliance to year-end submissions, it is strongly recommended that June DARTS or manual earnings/expenditures, as well as any other prior month's earnings/ expenditures, be submitted as early as possible in July to allow time for correction of errors. Adherence to this submission deadline is a factor that is evaluated during each state fiscal year contracting process.

VII. Eligibility Criteria

A. Patient Eligibility

All individuals who receive services funded by the Division must:

1. Meet the income eligibility requirements specified in the Contractual Policy Manual and/or;
2. Meet any stated eligibility conditions in an Exhibit referenced in the Attachment C cover page, the Contractual Policy Manual, and Exhibit 1 for the applicable fiscal year award and/or;
3. Have a valid Illinois medical card for Medicaid reimbursement.

B. Client/Patient/Resident Rights

That access to services shall not be denied on the basis of, including but not limited to, race, color, sex religion, national origin, ancestry, age (40 and over), order of protection status, marital status, sexual orientation (including gender-related identity), HIV status, physical or mental disability, unfavorable discharge from military service, pregnancy, citizenship status, employment status, familial status, or arrest record;

C. Service Priorities

In its admission of patients for services as described in this Agreement, the organization shall, and certifies that it does, give priority to the following patients (unless such priority would violate state or federal law). Priorities 1, 2, and 3 must be addressed in rank order.

1. Pregnant women with injecting drug use.
2. Pregnant women with a substance use disorder.
3. Individuals with injecting drug use.
4. Post-partum women, women with young children and justice-involved women.
5. DCFS referred persons, TANF, DOC releasees and those with service in the U.S. Armed Forces.

D. Temporary Assistance for Needy Families Referrals

The Temporary Assistance for Needy Families (TANF) program provides temporary financial assistance for pregnant women and families with one or more dependent children. TANF provides financial assistance to help pay for food, shelter, utilities, and expenses other than medical. Any TANF individuals referred from a IDHS office must be given priority status for placement as specified herein. Such individuals must receive an assessment within 48 hours and every attempt should be made for an immediate placement in treatment. The organization shall comply with all paperwork requirements associated with the referral, placement, progress, and sanctioning of such individuals (i.e., referral acceptance form, progress report form).

E. Service Members, Veterans, and Their Families (SMVF)

The organization shall:

1. Develop policies and procedures regarding the provision of substance use disorder services to SMVF.
2. Develop a list of referral resources to assist SMVF address issues related to Post Traumatic Stress Disorder, suicide prevention, employment, education, housing, and the process of applying for state and federal veteran's benefits.
3. Ensure that the following inquiry is made when conducting any initial screening or evaluation. "Have you or a loved one ever served in the U.S. Armed Forces?"
4. Ensure SMVF have access to culturally appropriate services, through development of a training plan to improve staff awareness of SMVF issues and increase staff understanding of military culture. Training resources can include the Illinois Joining Forces network, the Illinois Department of Veterans Affairs , U.S. Department of Veterans Affairs , and the VA's Community Providers toolkit.

VIII. Reporting Requirements

A. Periodic Performance Reporting

The State agency shall require organizations that receive a UGA to use the Periodic Performance Report (PPR) to articulate performance outcomes. In addition, each State grantmaking agency shall utilize the PPR to:

1. Require its awardees to relate financial data to performance accomplishments of the award; and
2. When applicable, require awardees to provide cost information to demonstrate cost-effective practices. [30 ILCS 708/50(c)(1)]

All fixed rate grantees, unless otherwise specified in writing by the Division, shall report service data electronically. Organizations shall also report any other data requested by the Division to carry out its duties. The preferred method of reporting fixed rate grant service data is through software supplied by the Division (DARTS) unless another arrangement has been made in writing.

B. Source Data

Organizations shall be able to verify, upon request, all DARTS and manual reporting data entries via hard copy of source documentation as defined and described in the Division of Behavioral Health and Recovery Substance Use and Gambling Disorder Services Contractual Policy Manual for the current fiscal year.

C. Fiscal Data

Organizations must submit financial reports as requested and in the format required by IDHS/DBHR. Organizations shall file monthly reports with describing the expenditure(s) of the funds related thereto IAW 2 CFR 200.207. Failure to submit the required financial reports may cause delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

D. DASIS

The U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration, Drug and Alcohol Services Information System (DASIS), National Survey of Substance Abuse Treatment Services (N-SSATS) questionnaire shall be completed by the organization at least annually. One survey shall be completed per site number (one I-SATS number is assigned per site). Inventory of Substance Abuse Treatment Services (I-SATS) are assigned by the Substance Abuse and Mental Health Services Administration (SAMHSA) to all treatment facilities. The I-SATS ID number is the same identifier for the Treatment Episode Data Set (TEDS), and the National Survey of Substance Abuse Treatment Services (N-SSATS) systems.

E. Manual Reporting

All manual report requirements set forth in specific service requirements located in the Contractual Policy Manual shall be submitted according to timeframes set within the UGA or directed by IDHS/DBHR. All such reports shall be submitted to the Contract Manager/Project Director with carbon copy to their supervisor through their Illinois email address and they can be also submitted to the following address:

Contract Management
Attn: Supervisor
Illinois Department of Human Services
Division of Behavioral Health and Recovery
401 South Clinton Street, Second Floor
Chicago, Illinois 60607-3800

F. Capacity Management/Waiting List

The organization shall report capacity information for funded residential and/or opioid treatment programs at each of its sites to the Capacity Management System daily. Reporting shall occur in a manner specified through the Illinois Helpline for Opioids and Other Substances portal. The organization agrees to make every reasonable effort to locate and effect referrals to appropriate services for any patient who is specified as a priority service population as described herein, before placing such patient on a waiting list. Organizations shall maintain a documented record system, which includes patient locating information for patients it has placed on a waiting list. A waiting list function is available through the Illinois Helpline, using the provider portal website at Illinois Helpline for Opioids and Other Substances. Interim services must be provided to patients that are considered priority populations if they are on the organization's waiting list.

IX. Special Conditions

A. Training

The organization shall attend and participate in sponsored training and technical assistance. The organization shall be notified of required training and shall be responsible for all related travel expenses, unless otherwise specified. Attendance of fixed rate funded program staff may be billed through the Community Intervention.

B. Notifications

The organization shall:

1. Notify IDHS/DBHR immediately in writing upon discovery of any substantial problem relative to the submission of any required service or financial data.
2. Obtain approval in writing 90 calendar days prior to any planned cessation or relocation of any service or facility funded in part or total by the Division. **Failure to obtain such approval is a material breach of this agreement and voids the Division's funding obligation for such program**.

C. Peer Review

Peer review, coordinated through IDHS/DBHR will be conducted on selected organizations to assess the quality, appropriateness, and efficiency of treatment services delivered in accordance with 77 Ill. Adm. Code 2060 and in accordance with the requirements of 45 CFR, Part 96.136. All funded organizations must participate in this process when requested.

D. Staff Development

The organization shall provide or facilitate staff development, including continuing education and will participate in continuing education/professional development with respect to:

1. Recent trends in SUD in the state. Substance Use Disorder (SUD) – *means a spectrum of persistent and recurring problematic behavior that encompasses 10 separate classes of drugs: alcohol, caffeine, cannabis, hallucinogens, inhalants, opioids, sedatives, hypnotics and anxiolytics, stimulants, and tobacco, and other unknown substances leading to clinically-significant impairment or distress.* [20 ILCS 301/1-10]
2. Improved methods and evidence-based practices for SUD and prevention services;
3. Performance accountability;
4. Data Collection and reporting requirements; and
5. Any other matters that would serve to improve the delivery of SUD prevention, intervention, and treatment within the state.

E. Evaluations

The organization may be randomly selected to participate in outcome evaluations. If selected, the organization shall assist as requested within reason, i.e., locating and interviewing patients, obtaining required written consent from patients. The organization shall within reason and in accordance with confidentiality requirements, keep contact information on former patients, which includes at least three individuals that may be contacted regarding their participation,

F. Monitoring and Post-Payment Auditing

The organization shall allow the Division access to its facilities, records, and employees for the purposes of monitoring and post-payment auditing. Any findings arising from monitoring or post-payment audits will be shared with the organization.
The organization shall submit corrective action plans as requested, shall comply with plans of correction relative to monitoring and may be subject to license sanctions for non-compliance. Post-payment audit will also result in recoupment of funds, which are the subject of audit findings. Any funds, which have been determined to be unsupported; to be overpayments; or otherwise, to be improperly held, shall be returned to the Division.

1. Grant funds shall be recovered as disbursement adjustments during the contract or pursuant to the Illinois Grant Funds Recovery Act and 89 Ill. Adm. Code 511 at the end of the grant period.
2. Grant Fixed Rate and Drunk and Drugged Driving Prevention Fund (DDDPF) funds shall be recovered pursuant to a notice of intent to recover unsubstantiated billings and a chance for written informal review.
3. Medicaid funds shall be recovered pursuant to 89 Ill. Adm. Code 140.15 and 89 Ill. Adm. Code 104.200 et. seq. regarding Medical Vendor Hearings.

G. Fiscal Requirements for Grant Funded Only

Federal Award funds may not be used:

1. To provide inpatient hospital services, except as determined to be medically necessary in accordance with federal guidelines;
2. To make cash payments to intended recipients of health services except in the case of program outcome evaluations;
3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds without prior approval;
5. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS;
6. To provide financial assistance to any entity other than a public or nonprofit private entity;
7. To expend more than the amount prescribed by Section 1931 (a)(3) of the PHS Act for the provision of treatment services in penal or correction institutions of the state; and
8. The organization shall adhere to all applicable requirements cited in federal regulations 2 CFR200 as well as SABG requirements stated in federal regulations Title 45; Part 96; Subpart L; 96.135.

H. Funding Policy

1. The organization shall establish systems regarding eligibility, billing, and collection to assure that persons entitled to third party payment benefits (other than state or federal funds) are reimbursed therefrom, and that all other

provisions regarding patient eligibility and payment are implemented as specified in the Contractual Policy Manual.

2. Substance use disorder treatment services billed to this contract agreement shall be reimbursed at the rates set forth in current Contractual Policy Manual. Rates for existing programs will remain in place during the period of this agreement or until otherwise indicated in writing by the Division.
3. Funding is provided for services to all eligible individuals regardless of where they reside in Illinois unless otherwise specified by the Division.

I. Global Funding

Global funding combines multiple services together into one funding amount that is used for disbursement. An earnings expectation is established as the global funding amount to provide service flexibility throughout all levels of care. However, dedicated funding may be established within global funding relative to expectations for a specific service or population.

Illinois Department of Human Services
JB Pritzker, Governor · Dulce M. Quintero, Secretary

IDHS Office Locator

IDHS Help Lines

Substance Use Services
Visit the Illinois' Substance Use Helpline website, or
Call (833) 234-6343 or Text "Help" to 833234

Gambling Services
Visit the Illinois' Gambling Helpline, or
Call 1-800 Gambler, or Text "GAMB" to 833234

Agreement Numbers. **43CEZ03636**

State Agency Illinois Department of Human Services

FY. 2026

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. [redacted]

Data Universal Number System (DUNS) Number [redacted]

FEIN [redacted]

Catalog of State Financial Assistance (CSFA) Number [redacted]

CSFA Short Description. TOBACCO ENFORCEMENT PROGRAM

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	**Total**
State of Illinois Requested:	$7,172.00
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	$7,172.00
16. Total Direct Costs (add lines 1-15) (200.413)	$7,172.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 **MUST EQUAL REVENUE TOTALS ABOVE**	$7,172.00

Contract Published Date Time: 2025.08.26.06.23.18 534

Agreement Numbers. **43CEZ03636**

State Agency Illinois Department of Human Services

FY. 2026

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. [redacted]

Data Universal Number System (DUNS) Number [redacted]

FEIN [redacted]

Catalog of State Financial Assistance (CSFA) Number [redacted]

CSFA Short Description. TOBACCO ENFORCEMENT PROGRAM

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

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

Contract Published Date Time: 2025.08.26.06.23.18 534

126

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. **43CEZ03636**

State Agency Illinois Department of Human Services
FY. 2026
Grantee DUPAGE COUNTY DEPARTMENT OF
Notice of Funding Opportunity (NOFO) Number. [redacted]
Data Universal Number System (DUNS) Number [redacted]
FEIN [redacted]
Catalog of State Financial Assistance (CSFA) Number [redacted]
CSFA Short Description. TOBACCO ENFORCEMENT PROGRAM
Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A
CFDA Short Description. see linked Agreement Exhibit-A

Budget Narrative Summary

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

Budget Category	State	Non-State	Total
1. Personnel	N/A	N/A	N/A
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	$7,172.00	N/A	$7,172.00
16. Total Direct Costs (add lines 1-15) (200.413)	$7,172.00	N/A	$7,172.00
17. Indirect Cost	N/A	N/A	N/A
State Request	$7,172.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			$7,172.00

Contract Published Date Time: 2025.08.26.06.23.18 534

Budget Transfer

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

File #: 25-2238 **Agenda Date:** 9/16/2025 **Agenda #:** 8.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective April 1, 2025

From: 1000
Company #

CIRCUIT COURT
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance Prior to Transfer	After Transfer	Date of Balance
5900	50040		PART TIME HELP	$ 35,000.00	38,884.06	3,884.06	9/8/25
			Total	$ 35,000.00			

To: 1000
Company #

CIRCUIT COURT
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance Prior to Transfer	After Transfer	Date of Balance
5900	53040		INTERPRETER SERVICES	$ 35,000.00	51,086.07	86,086.07	9/8/25
			Total	$ 35,000.00			

Reason for Request:

Transfer requested to cover costs for interpreting for the court

[redacted] 9/8/25
Department Head — Date

[redacted] 9/10/25
Chief Financial Officer — Date

Activity ____________ (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 25 Budget Journal # ________ Acctg Period ________

Entered By/Date ________________ Released & Posted By/Date ________________

8

JPS - 9/16/25
FIN/CB - 9/23/25

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

Informational

File #: 25-2216 **Agenda Date:** 9/16/2025 **Agenda #:** 9.A.

Safe Harbor

August 2025
Monthly Report

Executive Director's Comments:

August came and went in what seemed like a blink of an eye! As expected, our numbers are down a bit with kids back in school. There's been some exciting happenings in Safe Harbor.

We still see many new faces. We have had parents that have multiple cases on the same day in different courtrooms, this seems to be happening more often.

We had a HUGE donation of books. A woman had posted in a local Facebook group she was selling off her classroom books. I asked if she'd be willing to donate the ones that didn't sell. I had forgotten all about her and the books but this week she sent me a message and donated 4 huge bags of books! We should be set for a while.

The new pagers are in and ready for use. Cee Cee Najera from Arbitration was a huge help taking me throughout the courthouse and into courtrooms to test them out. With a little trial and error, we are set to start using them. A small label has been put on with our phone number and "Return to Safe Harbor" so if any go missing, they know where to return them.

On September 9th, Kelly Steciak (a dedicated SH volunteer) and myself will promote Safe Harbor at the College of DuPage Service-Learning Fair. Many other organizations will be on display. We had many volunteers during the spring semester, and a couple continued after completing their hours. I've already received 5 applications for prospective volunteers from the fall semester.

Our updated information sheets are located outside of each courtroom.

Have a great month,

Sara Addante

Ages of Children Using

Safe Harbor August 2025

Ages	Monthly Total	Year-To-Date
15		1
14	1	4
13	1	1
12	2	7
11	1	15
10	4	32
9	5	27
8	6	42
7	8	39
6	14	63
5	9	63
4	13	106
3	13	107
2	6	101
1	9	87
Under 1 yr	4	38
Total	**96**	**733**

Case Category & Courtrooms
August 2025

	Traffic	Year-To-Date
1001	6	53
1002	3	40
1003	3	31
Total	**12**	**124**

	Chancery	
1004		13
2004		1
2005		12
2007		
2009	5	10
2011		
Total	**5**	**36**

	Law	
2006	1	9
2008		
2014		
2016		
2018		
2020		
3011		1
Total	**1**	**10**

Case Category & Courtrooms (Continued)

Domestic Relations

2000		1
2001	13	105
2002	2	21
2003	5	43
3000		7
3002		
3003		13
3004		1
3005	2	13
3006	1	14
3007	2	10
3009	5	10
3012	5	22
Total	**35**	**260**

Misdemeanor

3001A		13
3010	11	58
4001		7
4003	4	17
4005	8	27
4007		21
4015	1	11
4016	4	32
4017	2	11
Total	**30**	**194**

Case Category & Courtrooms (Continued)

Felony

4000		18
4002		7
4004	1	7
4006	2	8
4010		13
4012	1	2
4014		10
Total	**4**	**65**

Other Court Locations

Clerk	3	20
Help Desk rm 2017	3	6
Arbitration rm 354	2	2
State's Attorney	2	5
Probation	1	6
Family Shelter- (Order of Protection not given)		9
Total	**11**	**48**

Total Cases: 98*

Total Cases YTD: 737

*Parents had more than one case on same day

Attorneys Referring Safe Harbor

Mr. Odonnell

Katelyn Dunleary

Garrette Ard

Robert Stroh

Grady

S. Prevette

Jeff Kendall

Kevin Salztein

Additional Ways Parents Heard About Safe Harbor

Attorney		9
Court Website	13	61
Deputy	16	110
Other	33	130
Total	**62**	**310**

Additional Information for August 2025

Total number of children for August 2025

	Total	Year to Date
A.M.	83	603
P.M.	13	130
Total (A.M & P.M)	**96**	**733**

Average Length of Stay **.86**

Y.T.D. **1.07**

Volunteer Information

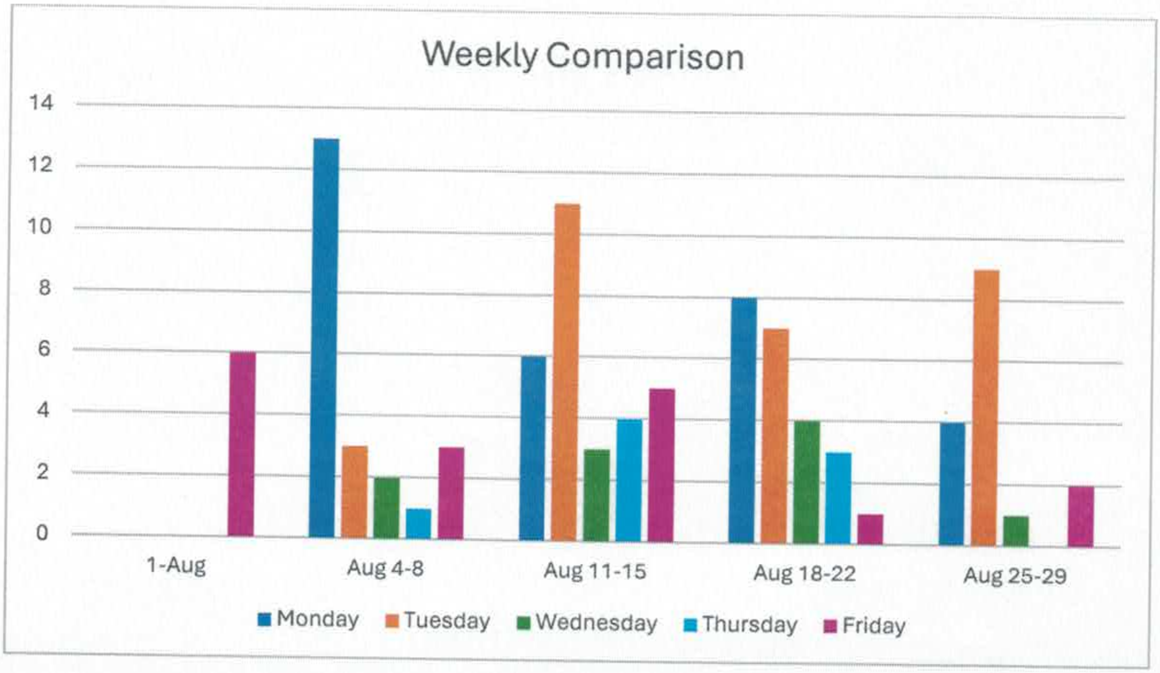
	Hours Spent at Safe Harbor	Year to Date
Cheryl Tiede	16	100
Carol Jacobs	12	104
Cierra Claudio	0	32
Samantha Korinko	0	32
Jamie Meza	8	8
Susan Battaglia	8	108
Laurie Bullock	12	112
Rita Grasser	12	84
Kelly Steciak	4	60
Brenda Carroll	16	132
Luci Kemp	0	48
Jay Tiede	0	16
Total	**88**	**836**

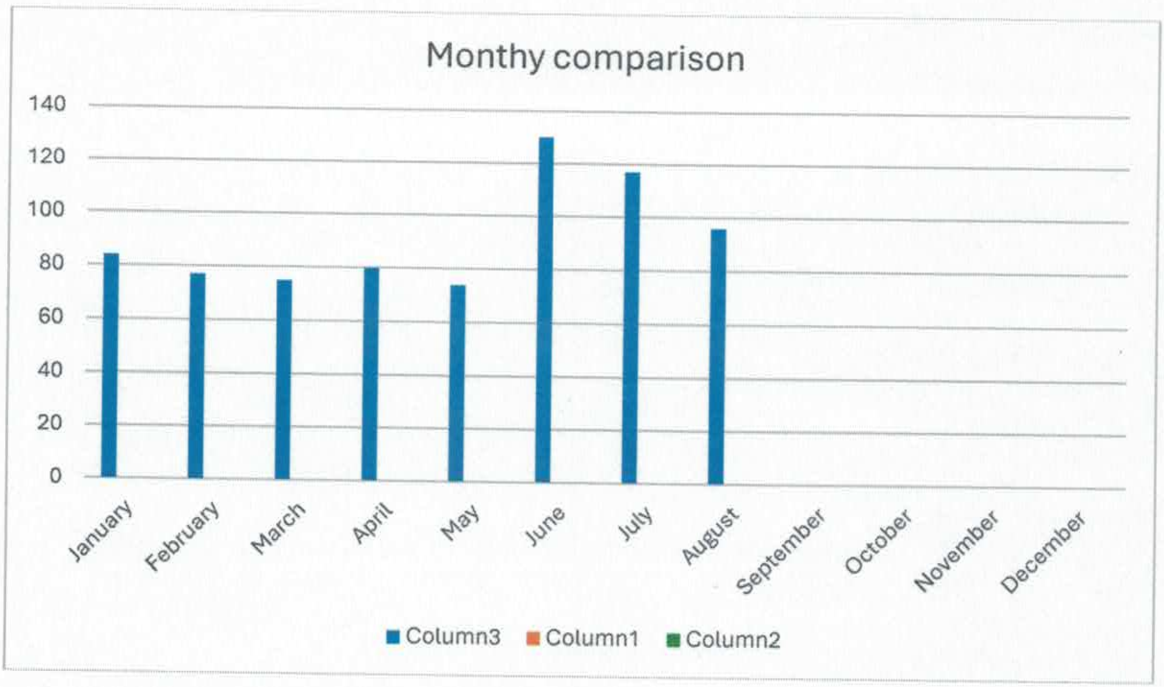
Safe Harbor Operating Hours
August 2025

Date	Last Entrance	Closing Time	No. of Hrs. Open
Aug 1		3:00*	7
Aug 4	1:10	3:00	7
Aug 5		3:00*	7
Aug 6		3:00*	7
Aug 7		3:00*	7
Aug 8		3:00*	7
Aug 11		3:00*	7
Aug 12	1:20	3:30	7.5
Aug 13		3:00*	7
Aug 14	1:00	3:00	7
Aug 15	1:10	3:00	7
Aug 18	1:15	3:00	7
Aug 19		3:00*	7
Aug 20	1:30	3:00	7
Aug 21	2:00	3:45	7.75
Aug 22	1:00	3:00	7
Aug 25		3:00*	7
Aug 26		3:00*	7
Aug 27		3:00*	7
Aug 28		3:00*	7
Aug 29		3:00*	7

Total Operating Hours for August 2025 = 148.50

*No children in the waiting room on those afternoons.


Weekly Comparison
14
12
10
8
6
4
2
0
1-Aug
Aug 4-8
Aug 11-15
Aug 18-22
Aug 25-29
Monday
Tuesday
Wednesday
Thursday
Friday


Monthy comparison
140
120
100
80
60
40
20
0
January
February
March
April
May
June
July
August
September
October
November
December
Column3
Column1
Column2

Informational

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

File #: 25-2217 **Agenda Date:** 9/16/2025 **Agenda #:** 9.B.

DUPAGE COUNTY PUBLIC DEFENDER
Jeffrey R. York, Chief Public Defender

September 8, 2025

Ms. Lucy Chang Evans
Chairwoman of the Judicial
Public Safety Committee
County Board Offices
421 N. County Farm Road
Wheaton, IL 60187

RE: Monthly Statistical Report

Dear Ms. Chang Evans:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender's Office through August 31, 2025.

Sincerely,

[redacted]

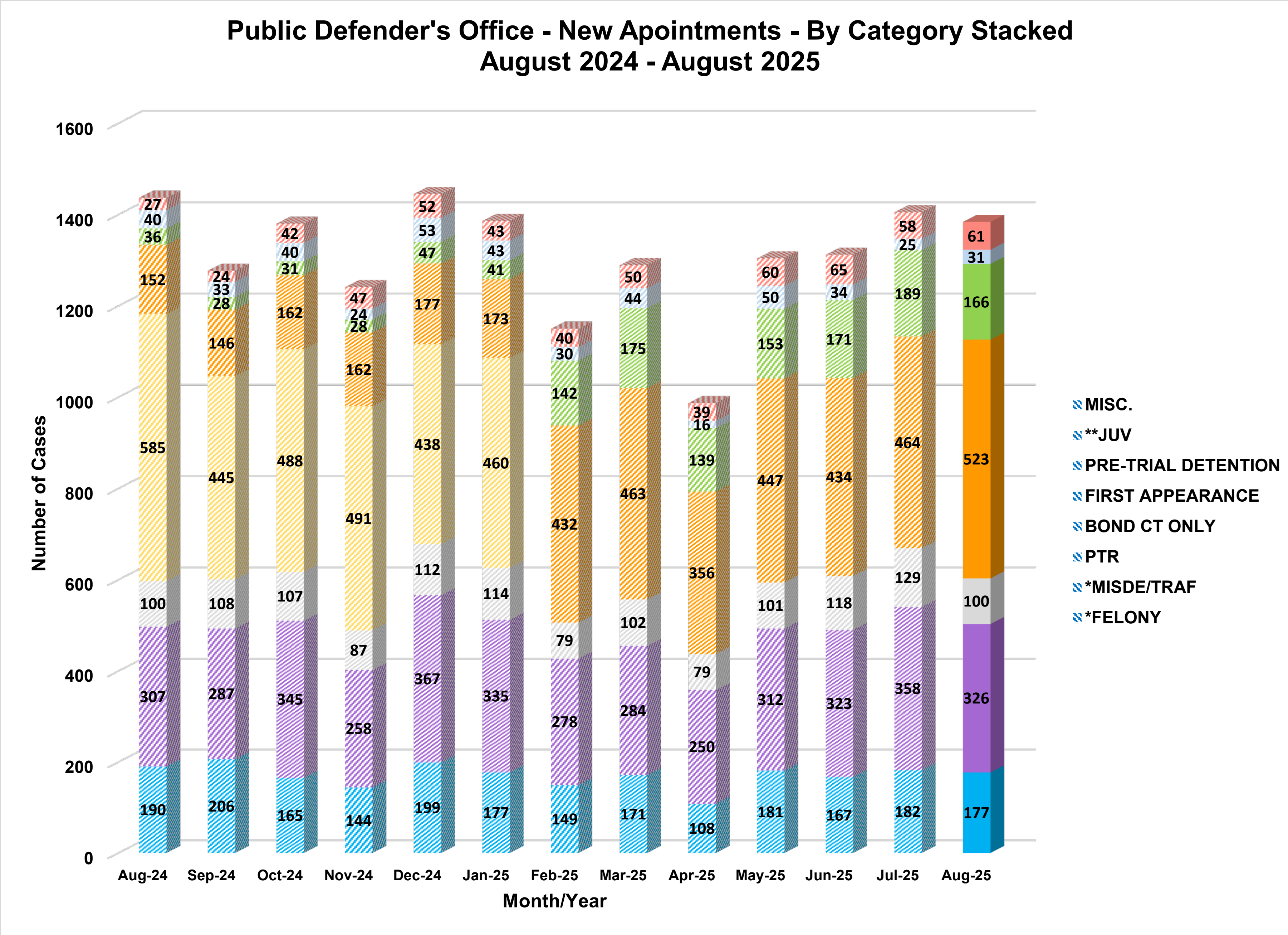
JEFFREY R. YORK
Public Defender of DuPage County

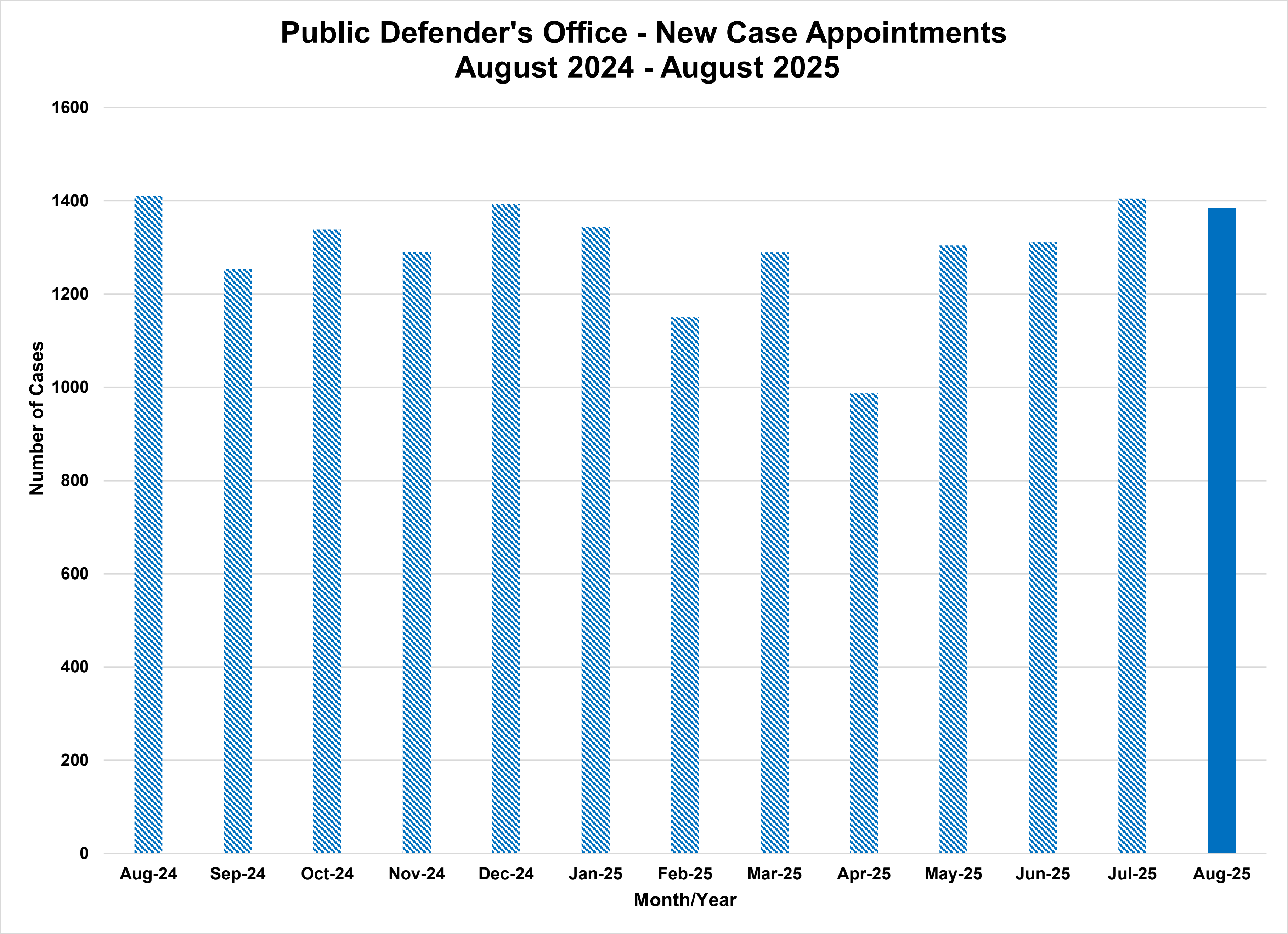
JRY/mb
encl.

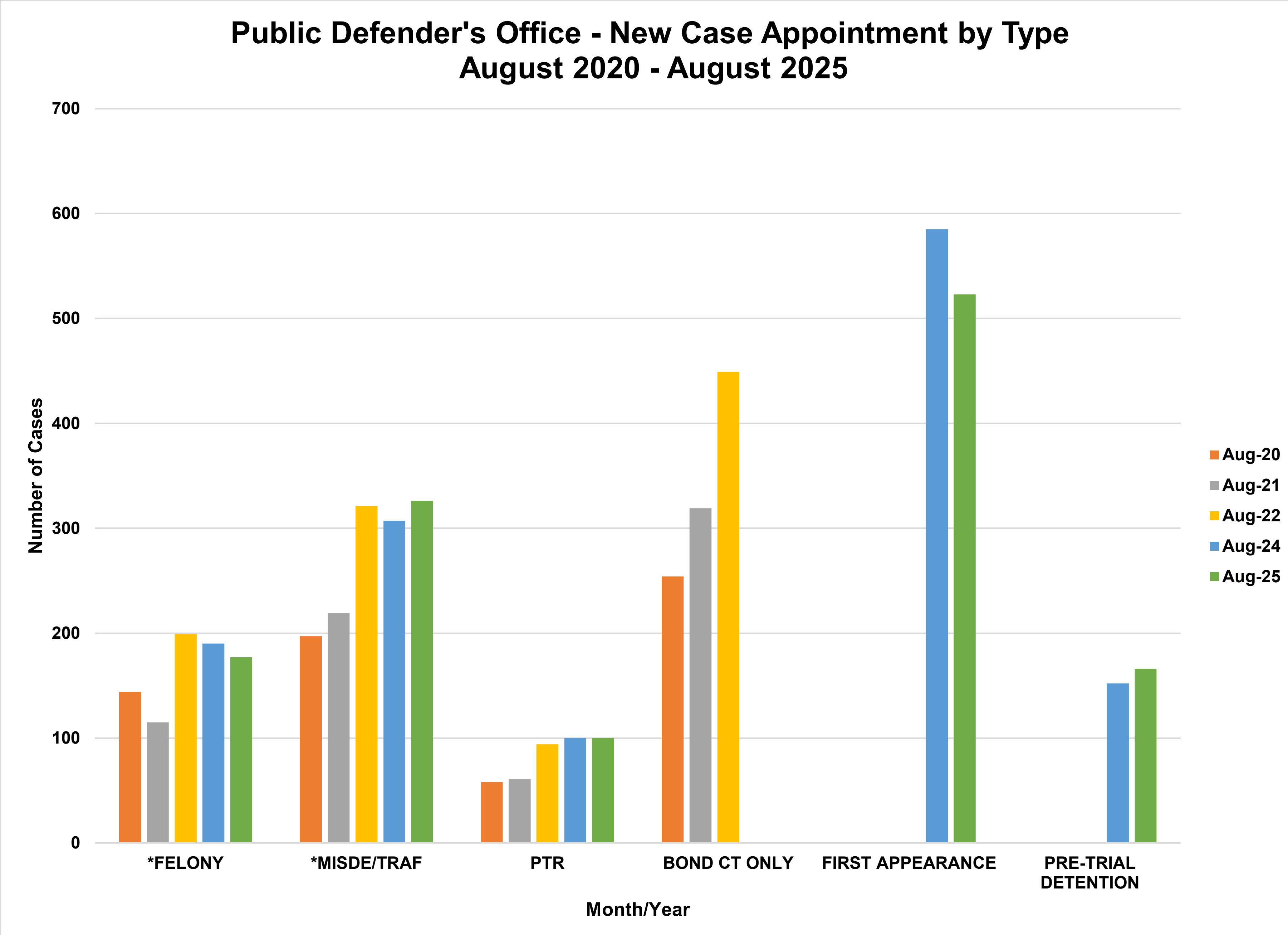
William J. Bauer Judicial Office Facility, 503 N. County Farm Road, 3rd Floor, Wheaton, IL 60187
Phone: (630) 407-8300 / Fax: (630) 407-8301
https://www.dupagecounty.gov/

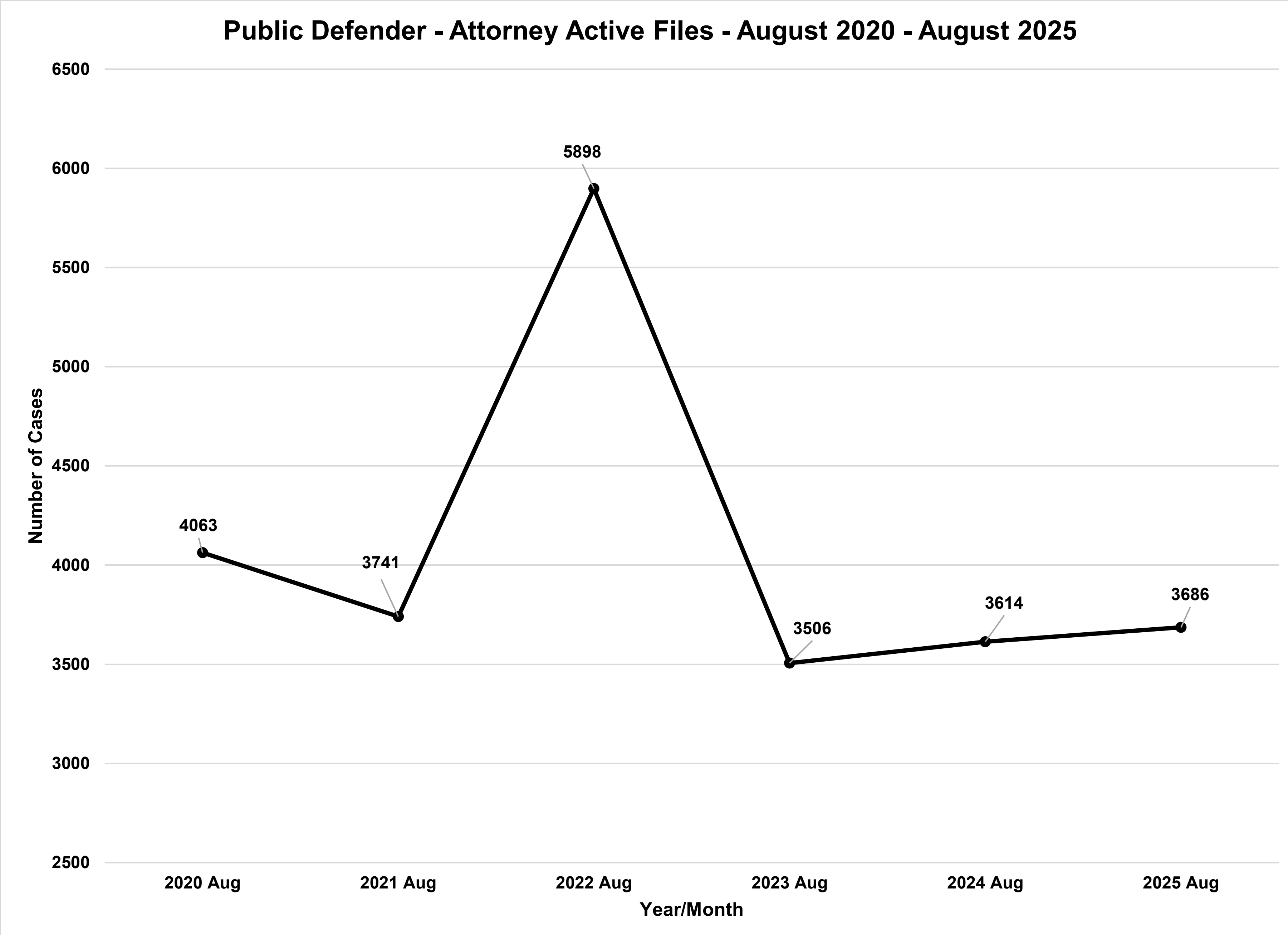
Public Defender's Office - New Case Appointments - August 2025

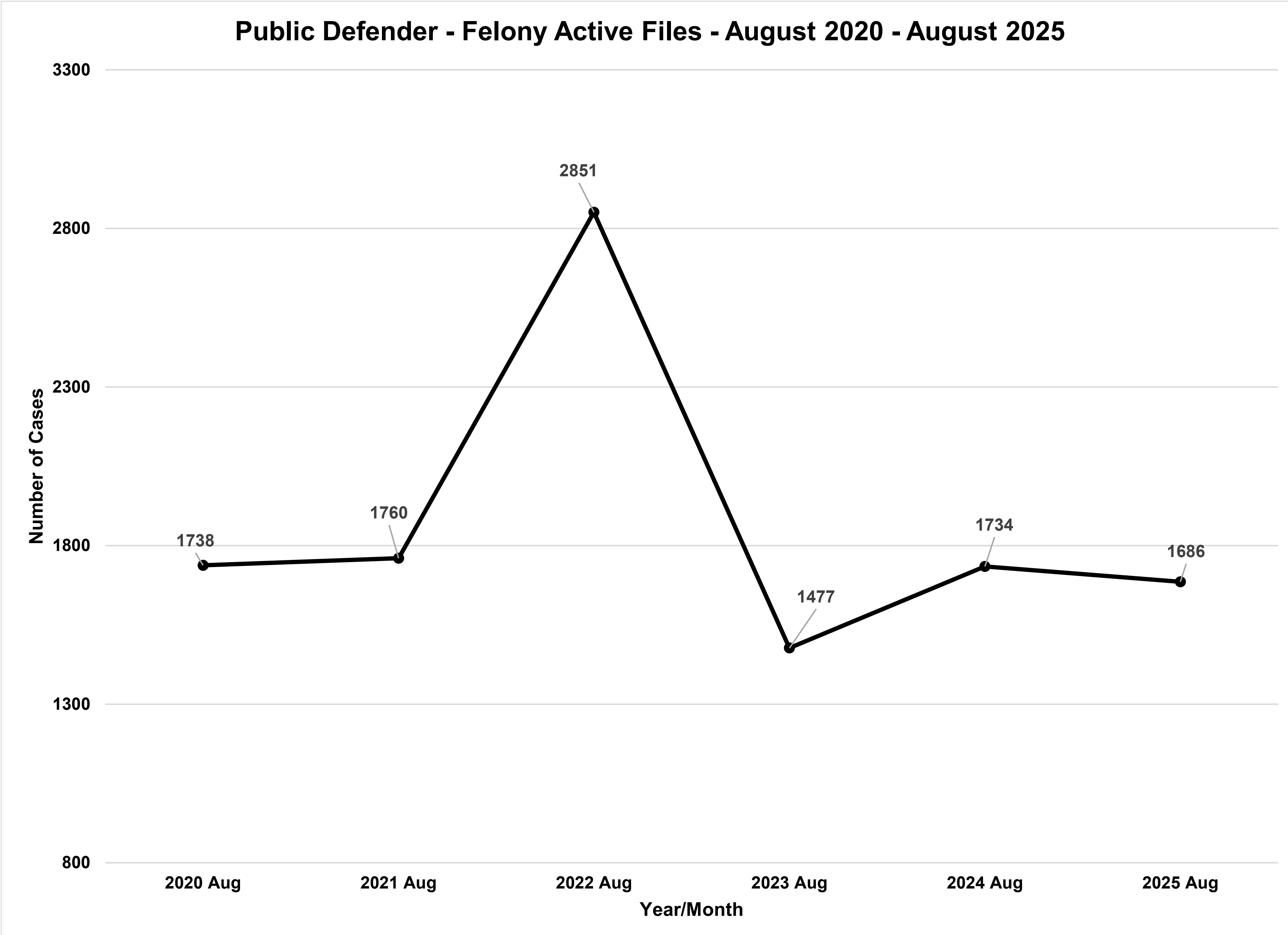
Case Type	Case Sub Type	Number of Cases
Criminal	Felony	177
Criminal	Misdemeanor	326
Juvenile Abuse and Neglect		3
Juvenile Delinquency		28
Mental Health & Miscellaneous		61
Pre-Trial First Appearance		523
Pre-Trial Detention		166
PTR	Felony/Misdemeanor	100
Total		**1384**

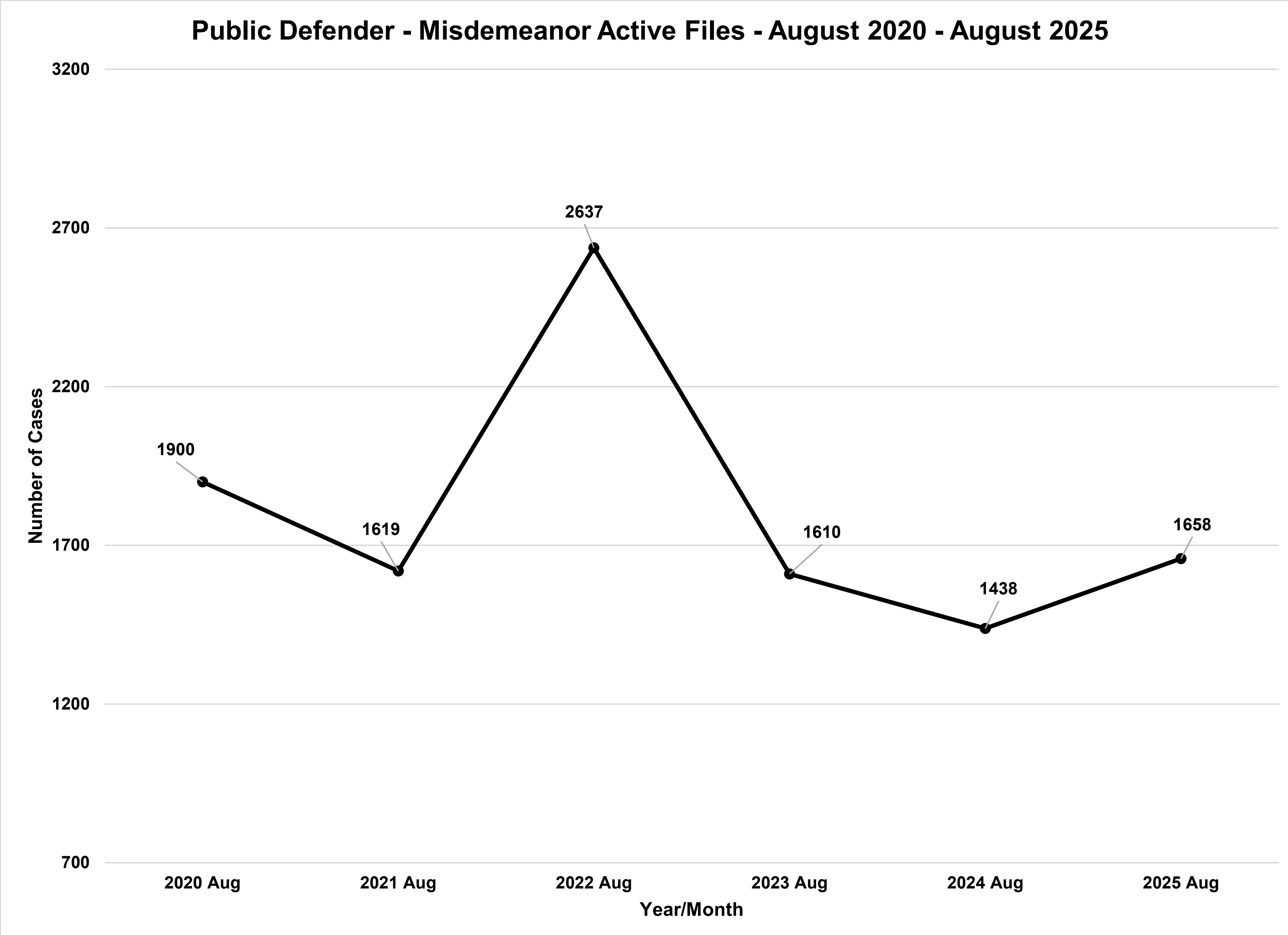

Public Defender's Office - New Apointments - By Category Stacked
August 2024 - August 2025
Number of Cases
1600
1400
1200
1000
800
600
400
200
0
Aug-24
Sep-24
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
Aug-25
Month/Year
MISC.
**JUV
PRE-TRIAL DETENTION
FIRST APPEARANCE
BOND CT ONLY
PTR
*MISDE/TRAF
*FELONY
27 40 36 152 585 100 307 190
24 33 28 146 445 108 287 206
42 40 31 162 488 107 345 165
47 24 28 162 491 87 258 144
52 53 47 177 438 112 367 199
43 43 41 173 460 114 335 177
40 30 142 432 79 278 149
50 44 175 463 102 284 171
39 16 139 356 79 250 108
60 50 153 447 101 312 181
65 34 171 434 118 323 167
58 25 189 464 129 358 182
61 31 166 523 100 326 177

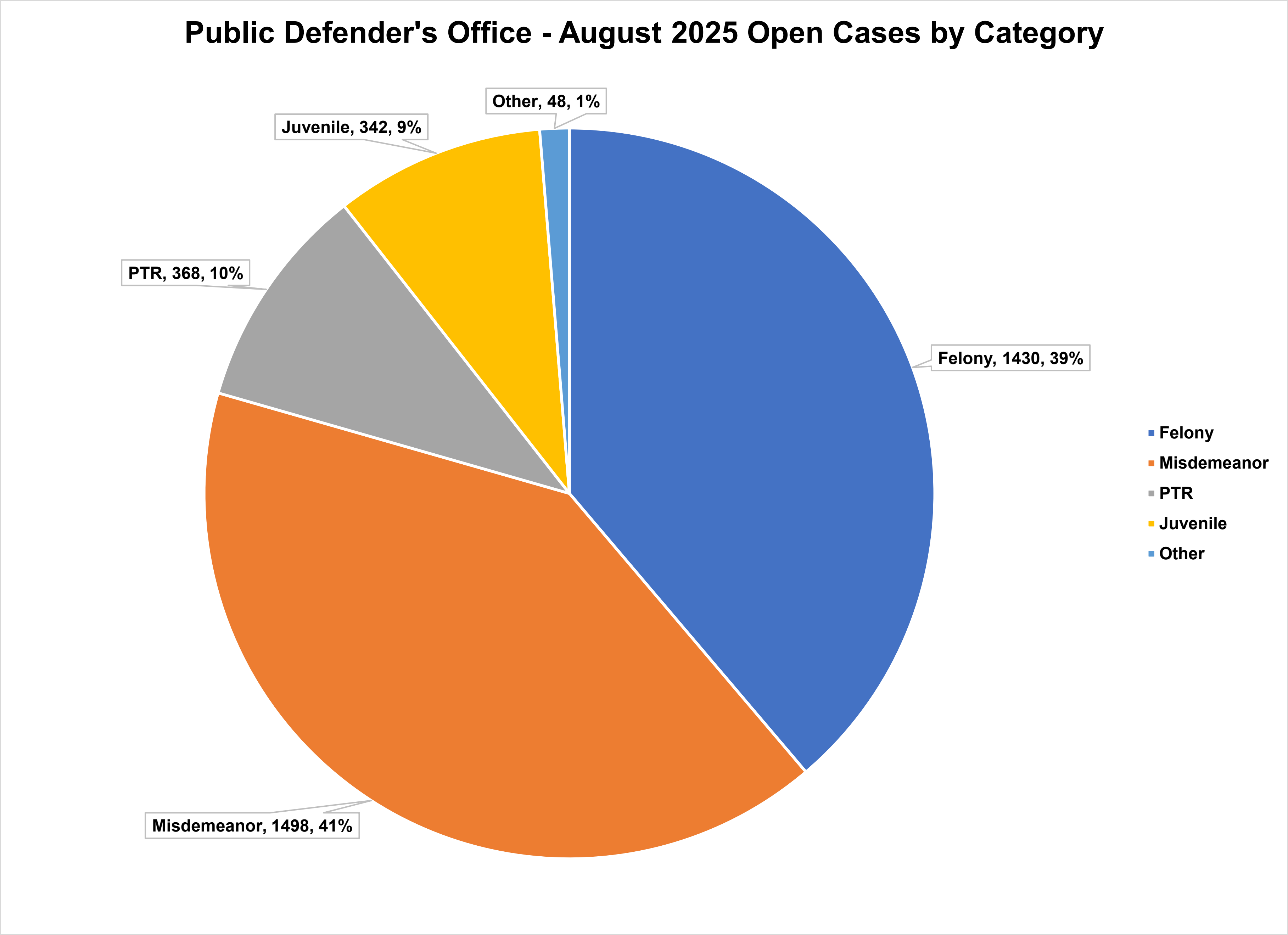

Public Defender's Office - New Case Appointments
August 2024 - August 2025
Number of Cases
1600
1400
1200
1000
800
600
400
200
0
Aug-24
Sep-24
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
Aug-25
Month/Year


Public Defender's Office - New Case Appointment by Type
August 2020 - August 2025
700
600
500
400
300
200
100
0
Number of Cases
*FELONY
*MISDE/TRAF
PTR
BOND CT ONLY
FIRST APPEARANCE
PRE-TRIAL DETENTION
Month/Year
Aug-20
Aug-21
Aug-22
Aug-24
Aug-25


Public Defender - Attorney Active Files - August 2020 - August 2025
Number of Cases
6500
6000
5500
5000
4500
4000
3500
3000
2500
4063
3741
5898
3506
3614
3686
2020 Aug
2021 Aug
2022 Aug
2023 Aug
2024 Aug
2025 Aug
Year/Month


Public Defender - Felony Active Files - August 2020 - August 2025
3300
2800
2300
1800
1300
800
Number of Cases
1738
1760
2851
1477
1734
1686
2020 Aug
2021 Aug
2022 Aug
2023 Aug
2024 Aug
2025 Aug
Year/Month


Public Defender - Misdemeanor Active Files - August 2020 - August 2025
Number of Cases
3200
2700
2200
1700
1200
700
1900
1619
2637
1610
1438
1658
2020 Aug
2021 Aug
2022 Aug
2023 Aug
2024 Aug
2025 Aug
Year/Month



Public Defender's Office - August 2025 Open Cases by Category
Other, 48, 1%
Juvenile, 342, 9%
PTR, 368, 10%
Felony, 1430, 39%
Misdemeanor, 1498, 41%
Felony
Misdemeanor
PTR
Juvenile
Other