



DU PAGE COUNTY

Human Services

Final Regular Meeting Agenda

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

Tuesday, May 2, 2023

9:30 AM

Room 3500A

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - CHAIR SCHWARZE

5. APPROVAL OF MINUTES

5.A. [23-1683](#)

Human Services Committee - Regular Meeting - Tuesday, April 18, 2023

6. COMMUNITY SERVICES - MARY KEATING

6.A. [FI-R-0122-23](#)

Acceptance and Appropriation of the Illinois Home Weatherization Assistance Program Department of Energy (DOE) - Bipartisan Infrastructure Law (BIL) Grant FY23 Inter-Governmental Agreement No. 23-461028 Company 5000 - Accounting Unit 1400 \$1,074,098 (Community Services)

6.B. [FI-R-0120-23](#)

Acceptance and Appropriation of Additional Funding for the Illinois Department of Human Services (IDHS) Homeless Prevention Grant PY23 Agreement No. FCSBH00172 Company 5000 - Accounting Unit 1760 \$40,000 (Community Services)

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING

7.A. [23-1684](#)

Recommendation for Approval of a 3rd Modification, 2nd Time Extension of a Community Development Block Grant Agreement (CDBG) between DuPage County and Kenneth Moy DuPage Care Center, Project Number CD21-06 – Window Replacement, South Wing, Water Heater - extending the Project Completion Date through August 31, 2023.

8. DUPAGE CARE CENTER - JANELLE CHADWICK

8.A. [FI-R-0121-23](#)

Acceptance and Appropriation of the DuPage Care Center Foundation Music Therapy Grant FY22, Company 5000 - Accounting Unit 2120, \$55,332. (DuPage Care Center)

8.B. [HS-P-0056-23](#)

Recommendation for the approval of a contract purchase order to Medline Industries, Inc., to furnish and deliver Spectra 1000 UV Disinfection Device Systems, for the DuPage Care Center, for the period of May 10, 2023 through November 30, 2023, for a contract total not to exceed \$75,000. Contract pursuant to the Intergovernmental Cooperation Act, OMNIA Partners Cooperative Contract #2021003157. (ARPA2 Funded)

8.C. [23-1685](#)

Recommendation for the approval of a contract purchase order to Verathon, Inc., for Bladder scanners, mobile carts, printers and Phantom scanner, for the DuPage Care Center, for the period of May 2, 2023 through November 30, 2023, in the amount of \$22,768.10, per GSA Advantage Contract #V797D-50352. (Partial ARPA funded)

9. BUDGET TRANSFERS**9.A. [23-1686](#)**

Budget Transfer to transfer funds from the indirect cost reimbursement (1200-2020/53829) to the software licenses and software maintenance agreements (1200-2020/53806 and 1200-2020/53807) to cover Adobe, Network, and ERP charges - FY23 \$141,745. (DuPage Care Center)

10. RESIDENCY WAIVERS - JANELLE CHADWICK**11. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK****12. COMMUNITY SERVICES UPDATE - MARY KEATING****13. OLD BUSINESS****14. NEW BUSINESS****15. ADJOURNMENT**



Minutes

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

File #: 23-1683

Agenda Date: 5/2/2023

Agenda #: 5.A.



DU PAGE COUNTY

Human Services

Final Summary

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

Tuesday, April 18, 2023

9:30 AM

Room 3500A

1. CALL TO ORDER

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

2. ROLL CALL

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

PRESENT	Childress, DeSart, Galassi, Garcia, LaPlante, and Schwarze
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3. PUBLIC COMMENT

No public comments were offered.

4. CHAIR REMARKS - CHAIR SCHWARZE

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

5. APPROVAL OF MINUTES

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

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

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

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

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

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia

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

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

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

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

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

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Michael Childress

10. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

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

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

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

11. COMMUNITY SERVICES UPDATE - MARY KEATING

No report was offered.

12. OLD BUSINESS

Presentation of the Small non-profit ARPA Application Portal

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

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

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

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

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

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

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

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

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

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

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

13. NEW BUSINESS

No new business was discussed.

14. ADJOURNMENT

Motion to Adjourn

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Paula Garcia



Finance Resolution

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

File #: FI-R-0122-23

Agenda Date: 5/2/2023

Agenda #: 6.A.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM DOE-BIL GRANT FY23
INTER-GOVERNMENTAL AGREEMENT NO. 23-461028
COMPANY 5000 - ACCOUNTING UNIT 1400
\$1,074,098

(Under the administrative direction of
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of \$1,074,096 (ONE MILLION, SEVENTY-FOUR THOUSAND, NINETY-SIX AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 23-461028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (ATTACHMENT II); and

WHEREAS, the period of the grant agreement is from March 1, 2023, through February 28, 2025; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 23-461028 (ATTACHMENT II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$1,074,098 (ONE MILLION, SEVENTY-FOUR THOUSAND, NINETY-EIGHT AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program DOE-BIL Grant FY23, Company 5000 - Accounting Unit 1400, for period March 1, 2023, through February 28, 2025; and

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

Full-Time

50000 (2) 1921 Grade 210 Weatherization Program Assessor \$47,942 - \$79,904

50000 (1) 1949 Grade 109 Utility Assistance Specialist \$33,951 - \$56,584

50000 (1) 1314 Grade 313 Senior Accountant \$61,131 - \$106,886

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

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

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

Enacted and approved this 9th of May, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

AND

DuPage County

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

**PART ONE – THE UNIFORM TERMS
RECITALS**

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

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

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

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

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed **\$1,074,096.00** of which **\$1,074,096.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **EE0009985**, the federal awarding agency is **Department Of Energy**, and the Federal Award date is **07/01/2022**. If applicable, the Assistance Listing Program Title is **Weatherization Assistance for Low-Income Persons** and Assistance Listing Number is **81.042**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087 and the CSFA Name is Weatherization Assistance for Low-Income Persons. The State Award Identification Number is 87-39976.

1.4. Term. This Agreement shall be effective on **03/01/2023** and shall expire on **02/28/2025** (the "Term"), unless terminated pursuant to this Agreement.

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

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

**ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY**

DUPAGE COUNTY

By: _____
Signature of Kristin A. Richards, Director

By: _____
Signature of Authorized Representative

Date: _____

By: _____
Signature of Designee

Printed Name: Mary A Keating

Printed Title: Executive Director

Date: _____

Email: Mary.Keating@dupageco.org

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Other Approver

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

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

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Program" means the services to be provided pursuant to this Agreement.

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

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

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

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

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

ARTICLE IV PAYMENT

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

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

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

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

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

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

4.7. Interest.

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

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

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

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

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

Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

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

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

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

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

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

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

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

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costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

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

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contrwith a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

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

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

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

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

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

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

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

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

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

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

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

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

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

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and

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

ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

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

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this

Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as

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warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

13.2. **Close-out Reports.**

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

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

13.3. **Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

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

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no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

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

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

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

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

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

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

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issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

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

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

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

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

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

15.4. "For-Profit" Entities.

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

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

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

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

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

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

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

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

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

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

ARTICLE XXII EQUIPMENT OR PROPERTY

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

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

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

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

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

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

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV INSURANCE

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

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

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

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

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

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

ARTICLE XXVI MISCELLANEOUS

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

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

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

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

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

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

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

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

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

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

26.12. Precedence.

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

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

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

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

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

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

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

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A

PROJECT DESCRIPTION

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

AUTHORITY: The Grantor is authorized to make this Award pursuant to The statutes cited in Section 4.4 below.

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

Through the Illinois Home Weatherization Assistance Program (“IHWAP”), Grantor will assist low-income residents conserve fuel and defray rising costs of energy in accordance with the U.S. Department of Energy Weatherization Assistance Program State Plan (“DOE WAP State Plan”). Grantee will weatherize homes in an effective and efficient manner that will utilize the available Grant Funds.

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

Program Objective

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy in accordance with the DOE WAP State Plan as prescribed in Exhibits A and B, herein. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A), and Grantor shall disburse Grant Funds to the Grantee in compliance with the Budget. The Grantee agrees to perform the activities as outlined in Exhibits A and B, herein in accordance with the Energy Assistance Act (305 ILCS 20/1 *et seq.*), the Illinois Administrative Rules (47 Ill Admin. Code Part 100), the Weatherization Assistance Program for Low-Income Persons (42 U.S.C. § 6861 *et seq.*) and the corresponding DOE regulations (10 CFR Part 440).

This Agreement is issued contingent upon the Grantee’s successful completion of the 2021 IHWAP. Failure of the Grantee to comply with the terms and conditions of the 2021 IHWAP grant agreement may result in termination of this Agreement.

EXHIBIT B

DELIVERABLES OR MILESTONES

Grantee will complete the tasks required by the IHWAP, including but not limited to:

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

EXHIBIT C

PAYMENT

Grantee shall receive \$1,074,096.00 under this Agreement.

Enter specific terms of payment here:

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

Reimbursement

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

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

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

GRANTOR CONTACT

Name: Judy Brady
 Title: Grant Manager
 Address: 607 E Adams St
 Springfield, IL 62701
 Phone: 217-685-0294
 TTY#: (800) 785-6055
 Fax#: N/A
 Email Address: judy.brady@illinois.gov

GRANTEE CONTACT

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

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

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

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

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Belle Haile
Email: Belainesh.Haile@Illinois.gov
Phone: 217-524-0255
Fax#: N/A

Address: 607 E Adams St
Springfield, IL 62701

EXHIBIT E

PERFORMANCE MEASURES

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

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

EXHIBIT F

PERFORMANCE STANDARDS

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

EXHIBIT G

SPECIFIC CONDITIONS

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

No Specific Conditions.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII AUTHORIZED SIGNATORY

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

ARTICLE XXVIII ADDITIONAL AUDIT PROVISIONS

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

ARTICLE XXIX ADDITIONAL MONITORING PROVISIONS

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

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

**ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS**

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

**ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

ARTICLE XXXIII

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

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

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

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

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

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

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

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

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

ARTICLE XXXIV ADDITIONAL MODIFICATION PROVISIONS

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

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

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

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

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

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

ARTICLE XXXV ADDITIONAL CONFLICT OF INTEREST PROVISIONS

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

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

ARTICLE XXXVI ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

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

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

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

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

**ARTICLE XXXVII
APPLICABLE STATUTES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XXXVIII ADDITIONAL MISCELLANEOUS PROVISIONS

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

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

ARTICLE XXXIX ADDITIONAL REQUIRED CERTIFICATIONS

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

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

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

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

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

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PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE XL REPORT DELIVERABLE SCHEDULE

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

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

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

January 2024

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

January 2025

- Annual Annual Financial Report (01/30/2025) - Covering Period of 01/01/2024 - 12/31/2024; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (01/30/2025) - Covering Period of 01/01/2024 - 12/31/2024; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

March 2025

- Annual Annual Financial Report (03/31/2025) - Covering Period of 01/01/2025 - 02/28/2025; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.
- Annual Annual Performance Report (03/31/2025) - Covering Period of 01/01/2025 - 02/28/2025; Send To: Grant Manager
 - Supporting Documents: Supporting documentation as requested by OCA.

April 2025

- End of grant Closeout Financial Report and Reconciliation (04/14/2025) - Covering Period of 03/01/2023 - 02/28/2025; Send To: Grant Manager

- Supporting Documents: Closeout Financial Report and the OCA Grant Reconciliation Package as well as requested supporting documentation.
- End of grant Closeout Performance Report (04/14/2025) - Covering Period of 03/01/2023 - 02/28/2025; Send To: Grant Manager
 - Supporting Documents: Closeout Performance Report, as well as requested supporting documentation.

40.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

ARTICLE XLI

GRANT-SPECIFIC TERMS/CONDITIONS

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

41.2. Federal Grant Requirements.

(a) In addition to the federal requirements set forth in Article VII, herein this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 as amended by 2 CFR Part 910, (the "Uniform Requirements"). For the avoidance of doubt and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

(b) Grantee must maintain compliance with the weatherization and related provisions of the Grantor's IHWAP Operations Manual, the U.S. Department of Energy ("DOE") Weatherization Assistance Program for Low-Income Persons statute (42 U.S.C. § 6861 *et seq.*), the DOE Weatherization Assistance for Low-Income Persons federal regulations (10 CFR Part 440), the federal Energy Conservation and Production Act of 1976 (P.L. 94-385), the Energy Assistance Act (305 ILCS 20/1 *et seq.*), Illinois LIHEAP administrative rules (47 Ill. Admin. Code Part 100), and all Grantor policies and procedures.

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

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

(b) Grantee shall receive reimbursement for allowable costs under the Program Support cost category at a ratio of 35% of the allowable costs in the Materials/Labor and Health and Safety sub-line items of the Client Assistance cost category. Notwithstanding the foregoing, if Grantee operates a

weatherization crew, Grantee shall receive reimbursement for allowable costs as set forth, herein at an increased ratio of 45%.

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

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

41.5. Method of Compensation.

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

(b) Costs allocated to this Award must conform to the cost principles at 2 CFR Part 200 and 2 CFR Part 910, as applicable. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

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

41.7. Non-Expendable Personal Property.

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

(b) In addition to Article XXII, herein the Grantee agrees to comply with the applicable property standards set forth in 2 CFR §§ 200.310–200.316 and 2 CFR 910.360, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under 2 CFR §§ 200.312 – 200.314, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior awards.

(c) The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2023 / 1/18/22

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Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by in trust for the benefit of the people of the State of Illinois. As such, the Non-Expendable Personal Property held by the Grantee is subject to the following conditions: (i) Grantee must use the equipment for the authorized purposes of this Award during the period of performance, or until the property is no longer needed for the purposes of this Award; (ii) Grantee shall not encumber the property without approval of the Grantor; and (iii) Grantee shall use and dispose of the property in accordance with 2 CFR 200.313, 2 CFR 910.360 and paragraph 22.4, herein. Grantee must not sell, abandon or otherwise dispose of such Non-Expendable Personal Property without disposition instructions and the prior written approval of Grantor.

(d) In accordance with 2 CFR §§ 200.313–200.314 and 2 CFR 910.360, Non-expendable Personal Property must be used for IHWAP purposes, as required under this Agreement, for as long as needed. While being used on the program under this Award, Non-Expendable Personal Property may be made available for “shared use” with other activities, provided that such use will not interfere with its primary use for the original purposes of IHWAP prescribed under this Award. When no longer needed for the program, equipment may be used for other projects subject to Grantor’s written approval.

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

41.8. Procurement. Grantee shall follow the procurement standards as established in 2 CFR §§ 200.317 – 200.326 and in the Grantor’s Office of Community Assistance Procurement Manual (“OCA Procurement Manual”). Pursuant to the OCA Procurement Manual, for every procurement transaction in excess of the simplified acquisition threshold, including contract modifications, and for all procurements involving materials and labor for weatherization services, Grantee is required to perform a cost or price analysis. See 2 CFR 200.332; OCA Procurement Manual at 23-24.

41.9. Travel Costs.

(a) Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the Grantee performing duties/services related to this Agreement in accordance with 2 CFR 200.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the Grantee's non-federally-funded activities and in accordance with the Grantee’s written travel reimbursement policies. Absent a policy, the Grantee must follow the rules of the Governor’s Travel Control Board. Notwithstanding the provisions of 2 CFR 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the federal awarding agency or Grantor when they are specifically related to the federal award.

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

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

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

41.12. Bond and Depository Insurance Requirements.

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

(b) In accordance with the payment standards and requirements set forth in 2 CFR 200.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8). In the event the Grantee's Grant Funds deposits exceed insured limits, the Grantee must require the depository to pledge securities sufficient to cover the uninsured exposure.

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

41.14. Additional Budget Modification Provisions.

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

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

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

- Program Support Grant Funds: Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 100 series sub-line items in the Program Support cost category of the Budget ; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not exceed the original allocation for the Program Support cost category and may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. However, Grantee may *decrease* the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.

- **Client Benefits (Materials/Labor and Health and Safety) and Special Program Grant Funds:** Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for the Materials/Labor Line 201 and Health and Safety Line 202 (sub-line items in the Client Benefit cost category) and, Special Program cost category of the Budget Lines 401 (Financial Audit) and 403 (Liability Insurance) **only**. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.
- **Administrative Grant Funds:** Pursuant to paragraph 6.4, herein Grantor hereby approves a variance up to 25% (or \$5,000, whichever is greater) for each of the 300 series sub-line items except Line 317 Indirect Costs in the Direct Administration cost category of the Budget. In no event may such transfers in this specific cost category result in an increase to the total Grant Budget or an increase to the total original allocation for the Administration cost category [total of the combined amounts of the Direct Administrative and Indirect Costs lines] without prior Grantor written approval.
- **Indirect Costs:** Grantee is required to obtain prior Grantor written approval for any *increase* in allocation of Grant Funds to the Indirect Costs category in the Budget.

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

41.15. Fraud, Waste, Abuse or Misconduct.

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

(b) Definitions.

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

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

(iii) "Waste" is conduct that is not necessarily intentionally inappropriate, but is reckless and generally not in conformity with sound business practices, which may include, but is not limited to, acts that deprive citizens and program participants reasonable value in

connection with any government-funded activity due to an inappropriate act or omission by persons with control over government resources.

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

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

41.16. Historic Preservation. In furtherance of Paragraph 37.3, herein Grantee is required to comply with the requirements and stipulations of the executed historic preservation Programmatic Agreement ("PA") between DOE and the State of Illinois. See PA at <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>. The Grantee must notify the Office of Energy Efficiency and Renewable Energy ("EERE") at DOE at GONEPA@ee.doe.gov whenever:

(a) The Grantee, the Grantor or the State Historic Preservation Office ("SHPO")/Tribal Historic Preservation Office ("THPO") believes that the Criteria of Adverse Effect pursuant to 36 CFR 800.5, apply to the proposal under consideration by EERE;

(b) There is a disagreement between an IHWAP applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification and evaluation of historic properties and/or the assessment of effects;

(c) There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, the National Historic Preservation Act Section 106 findings and determinations, or implementation of agreed upon measures; or

(d) There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR 800.9(b) and 36 CFR 800.9(c).

41.17. Quality Work Plan Requirement. The Grantee must comply with the requirements outlined in DOE Weatherization Program Notice 15-4 regarding Quality Work Plan Requirement Update. Grantee must provide contractors and employees with technical requirements for field work including: audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The Grantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in Grantee's contracts. Contractors hired by the Grantee must have agreements that include the same technical requirements referenced above. The work of the contractor must be consistent with the Grantee standards and field guides. The goal is to ensure:

- The Grantee is implementing work quality standards that align with the Standard Work Specifications;
- All Grantees' staff, contractors, and anyone doing the actual work are aware of these Standard Work Specifications; and
- Every home is inspected to ensure compliance with the requirements of the Standard Work Specifications.

41.18. Quality Control Inspector Requirement. Quality Control Inspectors (“QCI”) working for, or contracted by, the Grantee must possess the knowledge, skills and abilities required by the National Renewable Energy Laboratory (“NREL”) Job Task Analysis (“JTA”) for Quality Control Inspectors. This requirement applies to all individuals who perform an evaluation and sign off on work performed in homes, including final inspectors.

(a) Requirements for QCIs Inspecting or Evaluating Single Family Homes.

- QCI competency is demonstrated by certification as a Home Energy Professional Quality Control Inspector.
- QCIs can be employed by third party organizations or the Grantee; however, the Grantee is ultimately responsible for ensuring that every completed unit reported as using DOE funds meets the quality guidelines required by DOE.
- The Grantee must provide, upon request by the Grantor, validation of the QCI credentials for its inspectors.

(b) Requirements for QCIs Inspecting or Evaluating Multi-family Homes.

- Grantee Training Plans must include requirements to ensure that QCIs working in multi-family buildings attend and receive a successful evaluation from a training program delivering a curriculum based on the NREL Multi-family Quality Control Inspector JTA.

(c) Quality Control Inspection Requirements. Every DOE WAP unit reported as a “completed unit” must receive a final inspection ensuring that all work meets the minimum specifications outlined in the Standard Work Specifications in accordance with 10 CFR Part 440.

- Units must be inspected using criteria that align with the quality specifications outlined in Section 1 of DOE Weatherization Program Notice 15-4.
- Every client file must have a form that certifies that the unit had a final inspection and that all work met the required Standard Work Specifications. The form must be signed by a certified QCI. If a unit has received both a final inspection and has also been monitored by Grantor, two certification forms must be maintained in the client or building file -- one for each inspection.
- The Quality Control Inspection must include an assessment of the original audit and confirm that the measures called for on the work order were appropriate and in accordance with Grantor audit procedures and the protocols approved by DOE.

41.19. Flow Down Requirement. Grantee must be in compliance with all the DOE special terms and conditions included in Attachment C, the NEPA Determinations set forth in Attachment D and the Intellectual Property provisions set forth below, as applicable. Grantee must also ensure that all staff and contractors, as appropriate, are duly in compliance with the special terms and conditions included in Attachment C, the NEPA Determinations in Attachment D and the Intellectual Property provisions set forth below, as applicable. Further, the Grantee must apply any additional applicable terms to its contracts related to this Award as required by 2 CFR 200.326.

41.20. DOE Intellectual Property Provisions. Intellectual property rights are subject to 2 CFR 200.315 and 910.362, as applicable.

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

Attachment A. Budget

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2023
Grantee:	DuPage County	DUNS Number:	135836026
NOFO Number:		Grant Number:	23-461028
CSFA Description:			

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested	\$1,074,096.00	
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Budget Expenditure Categories

	<u>Summary</u>	<u>Detail</u>
1. Personnel (200.430)	\$122,659.00	
0101 PERSONNEL SALARIES AND WAGES		\$69,727.00
0301 ADMIN-PERSONNEL (SALARY/WAGES)		\$52,932.00
2. Fringe Benefits (200.431)	\$35,095.00	
0102 FRINGE BENEFITS		\$21,497.00
0302 ADMIN-FRINGE BENEFITS		\$13,598.00
3. Travel (200.474)	\$1,951.00	
0103 TRAVEL		\$942.00
0303 ADMIN-TRAVEL		\$1,009.00
4. Equipment (200.439)		
5. Supplies (200.94)	\$60,896.00	
0105 SUPPLIES (PC'S AND LAPTOPS)		\$58,078.00
0305 ADMIN-SUPPLIES		\$2,818.00
6. Contractual/Subawards (200.318 and .92)	\$7,250.00	
0106 CONTRACTUAL AND SUBAWARDS		\$7,250.00
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications	\$1,980.00	
0111 TELECOMMUNICATIONS		\$1,980.00
12. Training and Education (200.472)	\$339,855.00	
0402 TRAINING & TECH ASSIST		\$339,855.00
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs	\$20,200.00	
0114 MISCELLANEOUS		\$10,000.00
0314 ADMIN-MISCELLANEOUS COSTS		\$10,200.00
15. Grant Exclusive Line Item(s)	\$484,210.00	
0201 MATERIAL AND LABOR		\$411,579.00
0202 HEALTH AND SAFETY		\$72,631.00
16. Total Direct Costs (add lines 1-15)	\$1,074,096.00	\$1,074,096.00
17. Total Indirect Costs (200.414)		
Rate: <input style="width: 50px;" type="text"/> %		
Base: <input style="width: 180px;" type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$1,074,096.00	\$1,074,096.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

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

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

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

Select ONLY One:

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) ☐ Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.
- 4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate: %

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

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

Indirect Cost Rate: % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

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

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

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

Attachment B. Exhibit G Continued – No Conditions

Illinois Grant Accountability and Transparency Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organziation Unit: Office of Community Assistance
State Award ID Number (SAIN)	87-39976
State Program Description	The Illinois Home Weatherization Assistance Program (IHWAP) funded through the Department of Energy (DOE), Department of Health and Human Services (HHS), and the State Supplemental Low Income Energy Assistance Fund (SLIHEAP), is implemented through designated grantees to provide services to eligible low income households in Illinois. The client assistance funds available through this grant help eligible households conserve fuel and defray rising costs of energy in accordance with the U.S. DOE Weatherization Assistance Program State Plan. Up to 15% of the HHS LIHEAP Block Grant and 10% of the SLIHEAP funding can be utilized for Weatherization activities.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: Ben Moore Phone: 217-558-2874 Email: Ben.Moore@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: County of DuPage Address: 421 N. County Farm Road, Wheaton, IL 60187 Phone: Email:
Grantee Identification	GATA: 673126 UEI: W7KRN7E54898 FEIN: 366006551
Period of Performance	Start Date: 3/1/2023 End Date: 2/28/2025

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
737	420-70-0087	81.042	\$1,074,096.00
TOTAL			\$1,074,096.00

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

Illinois Grant Accountability and Transparency Notice of State Award

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: 0.00% Base: N/A Period: State Fiscal Year 2023
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement. Grantor-Specific Terms that will be included in the final grant agreement can be found at: https://www2.illinois.gov/dceo/AboutDCEO/GrantOpportunities/Pages/GranteeResources.aspx
Program-Specific Term(s)	Information about the Weatherization Specific Terms and requirements can be found in the Energy Assistance Act (305 ILCS 20), the Illinois Administrative Rules (47 Ill Adm. Code 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 et seq.) and the corresponding Department of Energy federal regulations (10 CFR 440).

**Illinois Grant Accountability and Transparency
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE****The nature of the additional requirements****GATA Conditions:**

None

Agency Adjustments / Explanation:

NO FISCAL & ADMINISTRATIVE CONDITIONS

The reason why the additional requirements are being imposed**GATA Conditions:**

None

Agency Adjustments / Explanation:

None

The nature of the action needed to remove the additional requirement, if applicable**GATA Conditions:**

None

Agency Adjustments / Explanation:

None

The time allowed for completing the actions, if applicable**GATA Conditions:**

None

Agency Adjustments / Explanation:

None

The method for requesting reconsideration of the additional requirements imposed**GATA Conditions:**

None

Agency Explanation:

Your assigned OCA Fiscal Monitor will review your ICQ responses and any associated risks during the next fiscal monitoring visit. No further action required at this time.

**Illinois Grant Accountability and Transparency
Notice of State Award****SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC****The nature of the additional requirements****Agency Adjustments / Explanation:**

NO PROGRAMMATIC CONDITIONS

The reason why the additional requirements are being imposed**Agency Adjustments / Explanation:****The nature of the action needed to remove the additional requirement, if applicable****Agency Adjustments / Explanation:****The time allowed for completing the actions, if applicable****Agency Adjustments / Explanation:****The method for requesting reconsideration of the additional requirements imposed****Agency Explanation:**

Your assigned OCA Weatherization Monitor will review your PRAQ responses and any associated risks during the next Weatherization program monitoring visit. No further action required at this time.

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM DOE-BIL GRANT FY23 INTER-GOVERNMENTAL AGREEMENT NO. 23-461028 COMPANY 5000 – ACCOUNTING UNIT 1400 \$1,074,098

REVENUE

41000-0009 - Federal Operating Grant - DOE	\$	<u>1,074,098</u>	
TOTAL ANTICIPATED REVENUE			\$ <u><u>1,074,098</u></u>

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries	\$	316,688	
51010-0000 - Employer Share I.M.R.F.		31,574	
51030-0000 - Employer Share Social Security		24,227	
51040-0000 - Employee Med & Hosp Insurance		<u>37,841</u>	
TOTAL PERSONNEL			\$ 410,330

COMMODITIES

52000-0000 - Furn/Mach/Equip Small Value	\$	45,952	
52100-0000 - I.T. Equipment-Small Value		3,000	
52200-0000 - Operating Supplies & Materials		8,115	
52220-0000 - Wearing Apparel		1,830	
52260-0000 - Fuel & Lubricants		<u>1,042</u>	
TOTAL COMMODITIES			\$ 59,939

CONTRACTUAL

53010-0000 - Engineering/Architectural Svc	\$	5,000	
53090-0000 - Other Professional Services		486,460	
53100-0000 - Auto Liability Insurance		4,500	
53260-0000 - Wireless Communication Svc		1,980	
53370-0000 - Repair & Mtce Other Equipment		3,300	
53380-0000 - Repair & Mtce Auto Equipment		2,200	
53500-0000 - Mileage Expense		6,311	
53510-0000 - Travel Expense		49,745	
53600-0000 - Dues & Memberships		6,000	
53610-0000 - Instruction & Schooling		32,133	
53800-0000 - Printing		1,200	
53804-0000 - Postage & Postal Charges		2,000	
53806-0000 - Software Licenses		<u>3,000</u>	
TOTAL CONTRACTUAL			\$ <u><u>603,829</u></u>

TOTAL ADDITIONAL APPROPRIATION

\$ 1,074,098



Finance Resolution

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

File #: FI-R-0120-23

Agenda Date: 5/2/2023

Agenda #: 6.B.

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE ILLINOIS DEPARTMENT OF HUMAN SERVICES (IDHS)
HOMELESS PREVENTION GRANT PY23
AGREEMENT NO. FCSBH00172
COMPANY 5000 - ACCOUNTING UNIT 1760
\$40,000

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the IDHS Homeless Prevention Grant PY23, Company 5000 Accounting Unit 1760 pursuant to Resolution FI-R-0321-22 for the period July 1, 2022 through June 30, 2023; and

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services (IDHS) that additional grant funds in the amount of \$40,000 (FORTY THOUSAND AND NO/100 DOLLARS) are available to assist people experiencing homelessness with emergency lodging; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into amended Grant Agreement No. FCSBH00172 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, no additional County funds are required to receive the additional funding; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional funding in the amount of \$40,000 (FORTY THOUSAND AND NO/100 DOLLARS) be and is hereby accepted; and

BE IT FURTHER RESOLVED that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$40,000 (FORTY THOUSAND AND NO/100 DOLLARS) be made and added to the IDHS Homeless Prevention Grant PY23, Company 5000 - Accounting Unit 1760, and that the program continue as originally approved in all other respects; and

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

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

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

Enacted and approved this 9th of May, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

AMENDING AMOUNT IN
THE ILLINOIS DEPARTMENT OF HUMAN SERVICES
HOMELESS PREVENTION GRANT PY23
AGREEMENT NO. FCSBH00172
COMPANY 5000 – ACCOUNTING UNIT 1760
FROM \$173,600 TO \$213,600
(AN INCREASE OF \$40,000)

REVENUE

41000-0001 - Federal Operating Grant - HUD \$ 40,000

TOTAL ANTICIPATED REVENUE \$ 40,000

EXPENDITURES

PERSONNEL

50000-0000 - Regular Salaries \$ 1,429
51010-0000 - Employer Share I.M.R.F. 110
51030-0000 - Employer Share Social Security 109
51040-0000 - Employee Med & Hosp Insurance 352

TOTAL PERSONNEL \$ 2,000

CONTRACTUAL

53824-0000 - Housing Assistance \$ 38,000

TOTAL CONTRACTUAL \$ 38,000

TOTAL ADDITIONAL APPROPRIATION \$ 40,000

AMENDMENT TO THE GRANT AGREEMENT



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

The Department of Human Services (Grantor), with its principal office at 100 South Grand Avenue East, Springfield, Illinois 62762, and DUPAGE COUNTY DEPARTMENT OF (Grantee), with its principal office at 421 N County Farm Rd Wheaton, IL 60187-3978 and payment address (if different than principal office) at _____, hereby agree that the following amendment (Amendment) shall amend the Grant Agreement (Agreement), which is described below. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail. This Amendment is authorized by Paragraph 26.5 of the Agreement.

WHEREAS, it is the intent of the Parties to perform consistent with all terms herein and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

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

ARTICLE I

AWARD AND AMENDMENT INFORMATION AND CERTIFICATION

1.1. Original Agreement. The Agreement, numbered FCSBH00172, with an original term from 07/01/2022 to 06/30/2023.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none):
 N/A

1.3. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Exhibit A (Project Description) | <input type="checkbox"/> Exhibit F (Performance Standards) |
| <input type="checkbox"/> Exhibit B (Deliverables / Milestones) | <input type="checkbox"/> Exhibit G (Specific Conditions) |
| <input type="checkbox"/> Exhibit C (Payment Terms) | <input type="checkbox"/> PART TWO (Grantor - Specific Terms) |
| <input type="checkbox"/> Exhibit D (Contact Information) | <input type="checkbox"/> PART THREE (Project - Specific Terms) |
| <input type="checkbox"/> Exhibit E (Performance Measures) | <input checked="" type="checkbox"/> Budget |
| <input type="checkbox"/> Award Term | <input type="checkbox"/> Funding Source |
| <input type="checkbox"/> Award Amount | |
| <input type="checkbox"/> Others (specify) | |

1.4. Effective Date. This Amendment shall be effective on 07/01/2022 . If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

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

DEPARTMENT OF HUMAN SERVICES**DUPAGE COUNTY DEPARTMENT OF**

By: _____
Signature of Grace B. Hou, Secretary

Date: _____

Designee Name: _____

Designee Title: Contract Obligations Analyst

By: _____
Signature of First Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Other Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: mary.keating@dupageco.org

FEIN: 366006551

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**ARTICLE II
AMENDMENTS**

Budget is modified. Please see the attached "Budget summary" for the budget revisions made.

PURPOSE OF AMENDMENT:

Family and Community Services grant for Homeless Prevention funding. Added additional funding to grant program.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**EXHIBIT A
PROJECT DESCRIPTION**

CFDA SUMMARY:

Acct.Line#: 1
FY: 2023
CSFA Number: 444-80-0657
Appropriation Code: 0001.44480.4900.001500NE
WBS Element: 444HMLPV23-HPSPH121-SNMT
Spomed. Prog: HPSP
Appropriation Amount: \$160,000.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
CFDA: N/A - CFDA Name: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A
Service Code: HOMELESS

Acct.Line#: 2
FY: 2023
CSFA Number: 444-80-0657
Appropriation Code: 0286.44480.4900.000000NE
WBS Element: 444HMLPV23-HPSPH121-SNMT
Spomed. Prog: HPSP
Appropriation Amount: \$53,600.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
CFDA: N/A - CFDA Name: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A
Service Code: HOMELESS

----- END OF CFDA SUMMARY -----



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSBH00172

State Agency Illinois Department of Human Services
Grantee DUPAGE COUNTY DEPARTMENT OF
Data Universal Number System (DUNS) Number 135836026
Catalog of State Financial Assistance (CSFA) Number 444-80-0657
Catalog of Federal Domestic Assistance (CFDA) Number N/A

FY. 2023
Notice of Funding Opportunity (NOFO) Number. N/A
FEIN 366006551
CSFA Short Description. HOMELESS PREVENTION
CFDA Short Description. N/A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$213,600.00
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)	\$10,680.00
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	\$202,920.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$213,600.00
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	\$213,600.00

Contract Published Date Time: 2023.04.12.09.52.00 211



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSBH00172

State Agency Illinois Department of Human Services

FY. 2023

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-0657

CSFA Short Description. HOMELESS PREVENTION

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

Section B: Non-State of Illinois Funds

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

Contract Published Date Time: 2023.04.12.09.52.00 211



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSBH00172

State Agency Illinois Department of Human Services

FY. 2023

Grantee DUPAGE COUNTY DEPARTMENT OF

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 135836026

FEIN 366006551

Catalog of State Financial Assistance (CSFA) Number 444-80-0657

CSFA Short Description. HOMELESS PREVENTION

Catalog of Federal Domestic Assistance (CFDA) Number N/A

CFDA Short Description. N/A

Budget Narrative Summary

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

Budget Category	State	Non-State	Total
1. Personnel	N/A	N/A	N/A
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	\$10,680.00	N/A	\$10,680.00
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	\$202,920.00	N/A	\$202,920.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$213,600.00	N/A	\$213,600.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$213,600.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			\$213,600.00

Contract Published Date Time: 2023.04.12.09.52.00 211



Action Item

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

File #: 23-1684

Agenda Date: 5/2/2023

Agenda #: 7.A.



**DUPAGE
COUNTY**

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

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

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

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

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

COMMUNITY SERVICES

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

www.dupageco.org/community

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

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

DATE: April 25, 2023

**SUBJECT: Community Development Block Grant – DuPage Care Center CD21-06
Water Heater and South Windows – Modification Three, 2nd Time
Extension**

Per policy, this item is presented for approval at the Human Services Committee. The Community Development Commission Executive Committee will receive notice of this action at their next regularly scheduled meeting.

Action Requested: Staff recommends the approval of Modification Three Agreement CD21-06 extending the agreement to August 31, 2023.

Details:

The CD21-06 project was initially awarded \$400,000 in funding on February 9, 2021, as part of Resolution HHS-R-0086-21. This was awarded as part of the Care Center's annual set aside which, at that time, was for \$400,000. Prior to entering into an agreement, the Care Center requested that a second, annual set aside be combined to make one larger project. This was approved on May 25, 2021, under Resolution HHS-R-0277-21 and brought the total award to \$800,000. The scope of the project is for replacing windows in the South Wing and installing a third water heater. The agreement was signed on August 24, 2021. On August 31, 2022, Modification One was approved by the Director of Community Services, extending the agreement to April 30, 2023. Per policy, a first-time extension may be approved at the Director level.

Modification Two was approved on January 10, 2023, via Resolution HS-R0025-23 for the purpose of increasing funding by \$400,297.00. This funding had originally been awarded to the Kenneth Moy DuPage Care Center under two other CDBG projects. Both projects had unexpended funds, and it had been requested that remaining funds be added to project CD21-06 to allow additional windows to be added to the scope of work.

The Care Center has requested Modification Three to the agreement. This would extend the agreement to August 31, 2023. As noted in the extension request memo, there have been delays in receiving custom sized windows that are not readily available. Facilities is working closely with the contractor and expect to have the windows delivered in May.



**DUPAGE
COUNTY**

FACILITIES MANAGEMENT

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

www.dupageco.org/facilities

April 20, 2023

To: Mary Keating, Director, Community Services

Fr: Tim Harbaugh, Deputy Director of Facilities

Re: Community Development Block Grant (CDBG) Program
Care Center Window Replacement Project
DuPage County CDC Project: CD21-06

On behalf of the Kenneth Moy DuPage County Care Center, I respectfully request a second time extension for the Care Center project CD21-06 Annual Set Aside. This project includes adding a third water heater and south wing window replacements. There have been delays in receiving some custom sized windows that are not readily available. At this time the windows are expected to be delivered on-site in May 2023.

Facilities requests a project extension until August 31, 2023.

Thank you for your consideration.

If you have any questions, please contact me.

2021 DUPAGE COUNTY CDBG CAPITAL IMPROVEMENTS PROJECT IMPLEMENTATION SCHEDULE

Agency Name: DuPage Care Center

Project: CD21-06 – South Wing Window Replacement & Water Heater Installation

Total Project

Cost: \$1,200,297.00

CDBG Award: \$1,200,297.00

[Signature]

Tim Harbaugh

Name

April 20, 2023

Date

Deputy Director of Facilities

Title

1. **Project Timeline:** Community Development Block Grant (CDBG) program funds are required by the U.S. Department of Housing and Urban Development (HUD) to be spent in a timely fashion. If HUD determines there is an excess amount of unexpended CDBG funds for a given program year, corrective action will be required by HUD. Corrective action includes, and is not limited to, a reduction of the unexpended funds. Projects that lead to a slow expenditure of CDBG funds and/or a reduction of CDBG funds by HUD are subject to a reduction in the project award amount.

As reflected in the 2020-2022 CDBG Capital Improvement Application, it is expected that all projects awarded CDBG funding will be completed within one year of the Agreement date.

In the table below, please complete the implementation schedule for the awarded project. If the awarded project does not include acquisition or zoning change, please reflect "N/A" for those activities. All aspects of the project must be completed within one year of the Agreement date.

REVISION OF PROJECT TIMELINE/IMPLEMENTATION SCHEDULE	
Activity	Date (mm/dd/yyyy)
All Sources of Funding Obtained	08/24/2021
Purchase Contract/Option Agreement Signed	N/A
Property Acquisition Complete	N/A
Zoning Approvals Obtained	N/A
Detailed Program Design Complete	08/24/2021
Final Bid Specifications Complete	02/15/2022
Solicitation for Bids Complete	02/15/2022
Bids Obtained	02/28/2022
Construction Contract Executed	04/15/2022
Building Permits Obtained	N/A
Construction to Begin	05/31/2022
50% of Construction Complete	12/30/2022
100% of Construction Complete	06/30/2023
Final Inspections Completed & Passed	07/14/2023
Programming Begins in Building	N/A
Final Request for Payment & All Required Documentation Submitted to CDC	08/11/2023

MODIFICATION THREE TO COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE COUNTY
OF DUPAGE KENNETH MOY DUPAGE CARE CENTER
PROJECT NUMBER CD21-06

THIS MODIFICATION THREE TO AGREEMENT is entered into this _____ day of May 2023 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called "COUNTY") and THE KENNETH MOY DUPAGE CARE CENTER, with a principal place of business located at 400 N County Farm Rd., Wheaton, IL 60187, (hereinafter called "SUBGRANTEE"). The purpose of this MODIFICATION THREE TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement CD21-06, which was adopted by Resolution # HHS-R-0086-21 on February 9, 2021, and increased funding approved under Resolution #HHS-R-0277-21 on May 25, 2021, to grant funding in the amount of \$800,000.00, for the purpose of replacing windows and installing a third water heater at 400 N County Farm Rd. Wheaton, IL. Modification One to the Agreement was approved by the Director of Community Services and entered into on August 31, 2022, for the purpose of a first-time extension, extending the Agreement to 04/30/2023. MODIFICATION TWO to the Agreement was entered into on January 10, 2023, which was adopted by Resolution HS-R-0025-23 for the purpose of increasing funding by \$400,297.00 from EIGHT HUNDRED THOUSAND and 00/100 dollars (\$800,000.00) to ONE MILLION TWO HUNDRED THOUSAND TWO HUNDRED NINETY-SEVEN and 00/100 (\$1,200,297.00), of which \$431,250.00 is unexpended, (hereinafter, together with any previous modifications thereto, called "Agreement").

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement in accordance with Section XII. A. of the Agreement:

1. The time period covered by the Agreement is hereby extended to August 31, 2023.
2. Section XI. A. Timeliness Progress Schedule is hereby amended to reflect 100% of funds expended date of 08/31/2023.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.

It is acknowledged that the Agreement Modification is being requested after the grant expiration date of April 30, 2023, however, there has not been a lapse in grant funding.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on the
dates recited below:

THE COUNTY OF DUPAGE, through the
KENNETH MOY DUPAGE CARE CENTER, an Illinois
Not-for-Profit Corporation

By: _____
Janelle Chadwick,
The County of DuPage
Kenneth Moy DuPage Care Center Administrator

Date: _____

Attest: _____

COUNTY OF DU PAGE, a body politic in the
State of Illinois

By: _____
Deborah A Conroy,
Chair, DuPage County Board

Date: _____

Attest: _____
Jean Kaczmarek
DuPage County Clerk



Finance Resolution

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

File #: FI-R-0121-23

Agenda Date: 5/2/2023

Agenda #: 8.A.

ACCEPTANCE AND APPROPRIATION OF THE
DUPAGE CARE CENTER FOUNDATION-MUSIC THERAPY GRANT FY22
COMPANY 5000 - ACCOUNTING UNIT 2120
\$55,332
(Under the administrative direction of
the DuPage Care Center)

WHEREAS, the County of DuPage has been notified by the DuPage Care Center Foundation that grant funds in the amount of \$55,332 (FIFTY-FIVE THOUSAND, THREE HUNDRED THIRTY-TWO AND NO/100 DOLLARS) are available to be used to provide funding for music therapy services to address the physical, emotional, cognitive, and social needs of DuPage Convalescent Center residents; and

WHEREAS, the term of the grant award is from December 1, 2021 through November 30, 2023; 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 DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$55,332 (FIFTY-FIVE THOUSAND, THREE HUNDRED THIRTY-TWO AND NO/100 DOLLARS) be made to establish the DuPage Care Center Foundation-Music Therapy Grant FY22, Company 5000 - Accounting Unit 2120 for the period of December 1, 2021 to November 30, 2023; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Administrator of the DuPage Care Center is approved as the County's Authorized Representative; and

BE IT FURTHER RESOLVED by the DuPage County Board, that should local funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program; and

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

Enacted and approved this 9th of May, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT

ADDITIONAL APPROPRIATION TO ESTABLISH
THE DUPAGE CARE CENTER FOUNDATION-MUSIC THERAPY GRANT FY22
COMPANY 5000 – ACCOUNTING UNIT 2120
\$55,332

REVENUE

46009-0000 - Private Grants \$ 55,332

TOTAL ANTICIPATED REVENUE \$ 55,332

EXPENDITURES

CONTRACTUAL

53090-0000 - Other Professional Services \$ 55,332

TOTAL CONTRACTUAL \$ 55,332

TOTAL ADDITIONAL APPROPRIATION \$ 55,332



Care Center Requisition \$30,000 and Over

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

File #: HS-P-0056-23

Agenda Date: 5/2/2023

Agenda #: 8.B.

AWARDING RESOLUTION ISSUED TO
MEDLINE INDUSTRIES INC.
FOR SPECTRA 1000 UV DISINFECTION DEVICE SYSTEMS
FOR THE DUPAGE CARE CENTER
(CONTRACT TOTAL AMOUNT \$75,000.00)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for Spectra 1000 UV Disinfection Device Systems; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the OMNIA Partners, the County of DuPage will contract with Medline Industries Inc.; and

WHEREAS the Human Services Committee recommends County Board approval for the issuance of a contract to Medline Industries, Inc., for Spectra 1000 UV Disinfection Device Systems, for the period of May 10, 2023 through November 30, 2023 , for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for Spectra 1000 UV Disinfection Device Systems, for the period of May 10, 2023 through November 30, 2023 for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Medline Industries, Inc., Three Lakes Drive, Northfield, Illinois 60093, for a contract total amount not to exceed \$75,000.00, per contract pursuant to the OMNIA Partners Agreement 2021003157.

Enacted and approved this 9th day of May, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
MINUTETRAQ ID#: 23-1617	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$75,000.00
COMMITTEE: HEALTH & HUMAN SERVICES	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$75,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Medline Industries, Inc.	VENDOR #: 10299	DEPT: DuPage Care Center	DEPT CONTACT NAME: Vinit Patel
VENDOR CONTACT: Brian Guth	VENDOR CONTACT PHONE: 800-633-5463	DEPT CONTACT PHONE #: 630-784-4273	DEPT CONTACT EMAIL: vinit.patel@dupageco.org
VENDOR CONTACT EMAIL: BGuth@medline.com	VENDOR WEBSITE:	DEPT REQ #: 7390	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Furnish and deliver Spectra 1000 UV Disinfection Device Systems, for the DuPage Care Center, for the period of May 10, 2023 through November 30, 2023, for a contract total not to exceed \$75,000.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract 2021003157. (ARPA 2 Item)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished the Spectra 1000 is a mobile room decontamination system, designed to prevent hospital acquired infections. The Spectra 1000 system uses eight (8) high-output UVC bulbs to eliminate pathogens on surfaces and simultaneously decontaminate the air at a rate of 250 cubic feet per minute.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC4-107), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. OMNIA Partners Cooperative Contract 2021003157
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) Approve contract to furnish and deliver Spectra 1000 UV Disinfection Systems, for the DuPage Care Center, for the period of May 10, 2023 through November 30, 2023, for a contract total not to exceed \$75,000.00, through OMNIA Partners Cooperative Agreement. 2) Do not approve contract o Approve contract to furnish and deliver Spectra 1000 UV Disinfection Systems, for the DuPage Care Center, for the period of May 10, 2023 through November 30, 2023, for a contract total not to exceed \$75,000.00, through OMNIA Partners Cooperative Agreement and have quotes come in at a higher cost, which is not in the best interest of the Care Center nor the County.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Laundry
Attn: Brian Guth	Email: BGuth@medline.com	Attn: Vinit Patel	Email: vinit.patel@dupageco.org
Address: Three Lakes Drive	City: Northfield	Address: 400 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60093	State: Illinois	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Medline Industries, Inc.	Vendor#: 10299	Dept: DuPage Care Center	Division: Environmental Services
Attn: Customer Services	Email: service@medline.com	Attn: Vinit Patel	Email: vinit.patel@dupageco.org
Address: Dept CH 14400	City: Palatine	Address: 400 N. County Farm Road	City: Wheaton
State: Illinois	Zip: 60055-4400	State: Illinois	Zip: 60187
Phone: 800-633-5463	Fax:	Phone: 630-784-4273	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 10, 2023	Contract End Date (PO25): November 30, 2023
Contract Administrator (PO25): Christine Kliebhan			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	3	EA		Spectra 1000 UVC Disinfection Device Systems (ARPA 2 Item)	FY23	5000	2115	52000	ARPA2302 29	25,000.00	75,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 75,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver Spectra 1000 UV Disinfection Device Systems, for the DuPage Care Center, for the period of May 10, 2023 through November 30, 2023, for a contract total not to exceed \$75,000.00, contract pursuant to the Intergovernmental Cooperation Act OMNIA Partners Cooperative Contract 2021003157. (ARPA 2 Item)
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. May 2, 2023 Human Services Committee May 9, 2023 County Board
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**We make
healthcare
run better™**

Three Lakes Drive, Northfield, IL 60063 | 1.800.MEDLINE.633.5

Customer Quote


Customer: 0001006778

DUPAGE CARE CENTER
400 N COUNTY FARM RD
WHEATON, IL 60187-2517

Date: 04/11/2023

Sales Rep: Guth, Brian (S6009)
BGuth@medline.com

This pricing is valid until 05/11/2023 unless otherwise specified or based on contract tier eligibility and effective dates.
Exact freight and tax will be added at the time of invoice.

Product Image	Product #	Product Name	Pkg / Order UoM	Price	Qty	Total
	EVSUVSP1	DISINFECTION DEVICES: SPECTRA 1000 UV DISINFECTION DEVICE CAPITAL OPTION	1 EA / EA	\$25,000.00	3	\$75,000.00
OMNIA						
Purchasing Agreement # 2021003157						



As a result of Request for Proposal # 2018AO UC San Diego Medical and Surgical Supplies, the Master Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, San Diego and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from November 3rd, 2021, and through November 2nd, 2026 and is subject to earlier termination as provided below. UC may renew the Agreement for 3 successive 1-year periods (each, a Renewal Term).
- b) UC may terminate the Agreement for convenience by giving Supplier at least 30 calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 15 days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
- d) This agreement shall supersede and replace all other agreements between the Parties including UCOP-186. For the avoidance of doubt, no rebates or other fees shall be due and payable to UC by Supplier under any previous agreement following the effective date of this agreement.

3. Cooperative Purchasing:

Supplier may extend Goods and/or Services to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with OMNIA Partners, Public Sector ("Participating Public Agencies") under the terms of this agreement. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outlined in the above referenced RFP (title of RFP). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

4. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

5. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be



UNIVERSITY
OF
CALIFORNIA

Purchasing Agreement # 2021003157

considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below:

Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location.

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will pay freight and shipping/handling as follows: Supplier will pay FOB Destination Prepaid.

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms for any other campus will be as established by each campus location.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	Daniel Quach
Phone	858-246-5779
Email	dquach@ucsd.edu
Address	Information Technology Services TPC/S 3rd Fl/152 Mail Code 0928
	Mailing Address:9500 Gilman Drive #0928 La Jolla, CA 92093-0928

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Electronic Commerce:

Name	Anne Hewett
Phone	858-534-9426
Email	ahewett@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To UC, regarding contract issues not addressed above:

Name	Andrea Orozco
Phone	858-534-5730
Email	anorozco@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

Name	Antony Esquer
Phone	858-534-1479
Email	amesquer@ucsd.edu
Address	10280 N. Torrey Pines Rd., Ste. 415 La Jolla, CA 92037

To Supplier:

Name	Kevin Feighery
Phone	704-975-5477
Email	kfeighery@medline.com
Address	1 Medline PI Mundelein, IL 60060

6. Intellectual Property, Copyright and Patents

☐/x The Goods and/or Services do not involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

☐/x The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

☐/x Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

☐/x Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (see Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Medline Industries, Inc.

12. Service-Specific and/or Goods-Specific Provisions

- a. Pandemic response
- b. Stock arrangements
- c. Last Mile
- d. Sustainability Incentive: To support UC's zero waste goal and to improve campus waste and diversion, Medline agrees to provide an annual sustainability incentive, in the amount of \$5,000 payable to the UC Regents. This incentive will be allocated to all 10 campus sustainability programs, to support campus waste and diversion programs.

Pricing Protection

Prices quoted on this solicitation must be firm for the first twelve (12) months of the initial term of any awarded agreement(s). Price changes after the initial period, if any, shall be made on an annual basis as negotiated by both parties. Any price changes require prior written notification and must follow the process outlined in Appendix B. However, in no event shall price increase on an aggregate basis exceed three (3) percent or CPI whichever is less. Price increases for any agreement renewal periods must be supported by documented evidence of manufacturers' price increases. If the supplier's catalog or list price is reduced, the University shall benefit from a corresponding price reduction.

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Piggyback UC

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g., terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Attachment A: UC San Diego Medical and Surgical Supplies RFP #2018AO

- b. Appendix A: UC Terms and Conditions of Purchase
- c. Appendix B: UC Appendix—Electronic Commerce
- d. Appendix C: Federal Government Contracts Special Terms and Conditions
- e. Appendix D: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- f. Appendix E: Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- g. Appendix F: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other responsibility Matters (First Tier Subcontractor)
- h. Appendix G: UC Appendix—Data Security
- i. Appendix H: UC FEMA Appendix
- j. Exhibit A: Response for National Cooperative Contract
- k. Exhibit F: Federal Funds Certifications
- l. Exhibit G: New Jersey Business Compliance

20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA
Signature on File

(Signature)

Todd Adams

(Printed Name, Title)

11/10/2021

November 3rd, 2021

MEDLINE INDUSTRIES, LP.

Signature on File

(Signature)

Chris Powers

(Printed Name, Title)

11/9/2021

November 3rd, 2021



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: Medline Industries, LP	Company Contact: Brian Guth
Contact Phone: 224-200-6753	Contact Email: BGuth@medline.com

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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

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

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

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

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

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

Signature on File

Authorized Signature

Printed Name

Chris Powers

Title

VP of Government Sales

Date

3/28/2023

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



Care Center Requisition Under \$30,000

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

File #: 23-1685

Agenda Date: 5/2/2023

Agenda #: 8.C.



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-1610	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$22,768.10
COMMITTEE: HUMAN SERVICES	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$22,768.10	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Verathon, Inc.	VENDOR #: 32181	DEPT: DuPage Care Center	DEPT CONTACT NAME: Annabel Leonida
VENDOR CONTACT: Matt Jolgren	VENDOR CONTACT PHONE: 630-219-8606	DEPT CONTACT PHONE #: 630-784-4250	DEPT CONTACT EMAIL: annabel.leonida@dupageco.org
VENDOR CONTACT EMAIL: matt.jolgren@verathon.com	VENDOR WEBSITE:	DEPT REQ #: 7384	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Bladder scanners, mobile carts, printers and phantom bladder scanner for the DuPage Care Center, for a total contract amount not to exceed \$22,768.10, per GSA Advantage Contract #V797D-50352(Partial ARPA Funded)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Portable Tool for diagnosing, managing and treating urinary outflow dysfunction of residents for the Covid Unit and or Isolated Units due to Covid exposure. Additional units will help decrease residents' risk of infections caused by cross contamination.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. GSA Advantage
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) Recommendation to approve the purchase of Bladderscanners, mobile carts, printers and phantom bladder scanner for the Nursing Department , this will help decrease the risk of infectious disease caused by cross contamination, by keeping equipment on Covid Unit or Isolated units only. 2) Do not approve Bladderscanners, mobile carts, printers and phantom bladder scanner for the Nursing Department, however, the risk of cross contamination from an isolated unit to a non isolated unit becomes a higher risk of cross contamination.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Verathon, Inc.	Vendor#: 32181	Dept: DuPage Care Center	Division: Nursing Department
Attn: Matt Jolgren	Email: matt.jolgren@verathon.com	Attn: Annabel Leonida	Email: annabel.leonida@dupageco.org
Address: PO BOX 935117	City: Atlanta	Address: 400 N. County Farm Road	City: Wheaton
State: GA	Zip: 31193-5117	State: IL	Zip: 60187
Phone: 630-219-8606	Fax: 1-866-844-4140	Phone: 630-784-4250	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Verathon, Inc.	Vendor#: 32181	Dept: DuPage Care Center	Division: Nursing Department
Attn: Matt Jolgren	Email: matt.jolgren@verathon.com	Attn: Annabel Leonida	Email: annabel.leonida@dupageco.org
Address: PO BOX 935117	City: Atlanta	Address: 400 N. County Farm Road	City: Wheaton
State: GA	Zip: 31193-5117	State: IL	Zip: 60187
Phone: 630-219-8606	Fax: 1-866-844-4140	Phone: 630-784-4250	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 2, 2023	Contract End Date (PO25): November 30, 2023
Contract Administrator (PO25): Christine Kliebhan			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	2	EA	0800-0532	Bladderscan Prime Mobile Cart	FY23	5000	2115	52000	ARPA2302 29	614.70	1,229.40
2	2	EA	0270-0870	Bladderscan Prime Plus with Standard 5 year Warranty	FY23	5000	2115	52000	ARPA2302 29	11,314.29	22,628.58
3	2	EA	0270-0868	Printer, Thermal, BladderScan Prime	FY23	5000	2115	52000	ARPA2302 29	558.82	1,117.64
4	1	EA	0620-0274	Tissue Equiv Phantom for Demo/training	FY23	1200	2050	52000		2,095.00	2,095.00
5	1	EA		Discount Amount	FY23	1200	2050	52000		-200.00	-200.00
6	1	EA		Discount Amount	FY23	5000	2115	52000	ARPA2302 29	-4,439.92	-4,439.92
7	1	EA		Shipping and Handling	FY23	5000	2115	52000	ARPA2302 29	337.40	337.40
FY is required, assure the correct FY is selected.										Requisition Total	\$ 22,768.10

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Bladder scanners, mobile carts, printers and phantom bladder scanner for the DuPage Care Center, for a total contract amount not to exceed \$22,768.10, per GSA Advantage Contract #V797D-50352(Partial ARPA Funded)
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. May 2, 2023 HS Committee
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

BladderScan

verathon

To: Kenneth Moy DuPage Care Center
 Attn: Accounts Payable 400 N. County Farm
 Road
 Wheaton, IL 60187
 Name: Connie Pureza

Account Number 1450415
 Quote Number 00250858
 Created Date 4/11/2023
 Expiration Date 6/30/2023

Email: connie.pureza@dupageco.org

To prevent delays, please do ensure the PO matches this quotation and includes the quotation number when ordering.

Please Email or Fax Purchase Order to:

Matt Jolgren

matt.jolgren@verathon.com

Phone: 630-219-8606

Fax: (866) 844-4140

Quantity	Product	Product Code	Sales Price	Discount Amount	Total Price
2.00	Bladderscan Prime Mobile Cart	0800-0532	USD 614.70	USD -433.42	USD 795.98
2.00	BladderScan Prime Plus with Standard 5 Year Warranty	0270-0870	USD 11,314.29	USD -3,734.58	USD 18,894.00
2.00	Printer, Thermal, BladderScan Prime	0270-0868	USD 558.82	USD -271.92	USD 845.72
1.00	Tissue Equiv. Phantom for Demo/ Training	0620-0274	USD 2,095.00	USD -200.00	USD 1,895.00
Subtotal					USD 27,070.62
Discount Amount					USD 4,639.92
Sales Price					USD 22,430.70
Service					FedEx Ground®
Shipping and Handling					USD 337.40
Grand Total					USD 22,768.10

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www.Verathon.com

If applicable, taxes will be included on your invoice. Please do not pay from quote.

Unless otherwise expressly agreed in writing signed by the parties, Verathon's **Standard Terms and Conditions** shall apply to all sales, offers, quotes, and/or contracts.

Verathon Medical Corporate Headquarters
 20001 North Creek Parkway
 Bothell WA, 98011

DEPARTMENT OF VETERANS AFFAIRS
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is GSAAdvantage.gov

Schedule Number: Schedule Title: Medical Equipment and Supplies
FSC Group: 65, Part II, Section A
FSC Classes: 6510, 6515, 6530, 6532, 6540, 6545

Contract Number: V797D-50352

*(For more information on ordering from Federal Supply Schedules, enter the following address into your web browser:
<http://gsa.gov/portal/category/100623>)*

Contract Period: June 15, 2015 to June 14, 2025

Verathon Inc.

Address: 20001 North Creek Parkway Bothell, WA 98011

Phone Number: 800.331.2313

Fax Number: 866.262.0498

Web site: www.verathon.com

Contact for Contract Administration: Ellen Rick

Email: Ellen.Rick@verathon.com

Business Size: Large

Tax Identification Number (TIN)
91-1248952

"Prices Shown Herein are Net (discount deducted)"

CUSTOMER INFORMATION

1a. List of awarded special item number(s):

SIN: A-14F

Pages 7, 8 & 9

SIN: A-63

Page 9 & 10

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply: See Below.

SIN	Product Number	Product Description	FSS Price with IFF
A-14F	See Pages 7, 8 & 9		
A-63	See Pages 9 & 10		

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item: Not Applicable

**2. Maximum order: SIN A-14F: \$100,000
SIN A-63: \$50,000**

3. Minimum order: \$25.00 Per Order for Direct Orders Only

4. Geographic coverage (delivery area): All 50 States and District of Columbia

5. Point(s) of production (city, county, and State or foreign country): Bothell, King County, Washington

6. Prices shown herein are Net (discount deducted)

7. Quantity Discounts: GlideScope Go Monitor Kit

Item #	Item Description	Units Ordered	Unit Price w/ IFF
0570-0368	GlideScope Go Monitor Kit	5-9	\$2,900.43
0570-0368	GlideScope Go Monitor Kit	10-19	\$2,714.51
0570-0368	GlideScope Go Monitor Kit	20+	\$2,528.58

8. Prompt Payment Terms: 1% - 20 days, Net 31 days for Direct Orders Only

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: Accepted at and below the micro-purchase threshold

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: **Accepted above the micro-purchase threshold**

10. Foreign items (list items by country of origin):

Contractor/Catalog Part Number	Product Name	Country of Origin
0800-0005	GS Core Smart Cable Extended Warranty	CA
0800-0252	GS VB QC Lg Wty (per month)	CA
0270-0235	GS VB GC Lg Wty (per year)	CA
0270-0991	GVL® -1 STAT Box/10	CA
0270-1011	GVL® -2 STAT Box/10	CA
0003-1288	GVL® -2.5 STAT Box/10	CA
0003-1287	GVL® 3 STAT Box/10	CA
0003-1370	GVL® 3 STAT Case/100	CA
0003-1371	GVL® 4 STAT Box/10	CA
0270-0428	GVL® 4 STAT Case/100	CA
0270-0429	GVL 0 STAT Box/10	CA
0270-0709	GS BFlex 5.0 SU Bronchoscope (Pk of 5)	CA
0270-0626	Spectrum SU, LoPro S3 (SW) Box/10	CA
0270-0627	Spectrum SU, LoPro S4 (SW) Box/10	CA
0270-0628	Packaged, Boxed, Qty. 10, Stylet Small	CA
0270-0629	Spectrum SU, LoPro S1, Box/10	CA
0270-0679	Spectrum SU, LoPro S2, Box/10	CA
0570-0375	Nonin® 3231USB External Pulse Oximeter	CA
0270-0938	GVL STAT 3 (X10), SU STYLET (X10) KIT	CA
0270-0939	GVL STAT 4 (X10), SU STYLET (X10) KIT	CA
0270-0916	LOPRO S3 (X10), SU STYLET (X10) KIT	CA
0270-0876	LOPRO S4 (X10), SU STYLET (X10) KIT	CA
0270-0877	GS VB QC Lg & SW UG USB	CA
0800-0595	GS Core VB 2.0 Holder for 0800-0636	CA
0800-0262	Titanium LoPro T3	CA
0270-1020	Titanium LoPro T4	CA
0003-0260	Titanium MAC T3	CA
0800-0319	Titanium MAC T4	CA
0003-0631	Spectrum Smart Cable	CA
0003-0876	GlideRite Rigid Stylet - 10 Pack	CA
0270-1022	GlideScope Go Monitor Kit	CA
0270-1024	GlideRite SU Stylet (Medium) Pk/10	CA
0270-1025	GlideScope Go Mounting Bracket Kit	CA
0270-1096	GlideScope Go Charging Cradle Kit	CA
0270-1098	Starter Kit-BFlex 5.0 GS Video Monitor	CA
0270-1099	GlideRite DLT Stylet, Box/10	CA
0270-1097	Spectrum SU, LoPro S2.5, Box/10	CA
0810-0201	GS Core 15 Monitor Extended Warranty (1 yr)	CA
0270-1030	GlideScope, Titanium, LoPro, T2	CA
0270-1033	Spectrum DVM S3	CA
0069-0045	Spectrum DVM S4	CA
0069-0046	Spectrum SU, Miller S0, Box/10	CA
0069-0048	Spectrum SU, Miller S1, Box/10	CA

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0069-0052	GlideScope BFlex 3.8 SU Bronchoscope (Pack of 5)	CA
0069-0053	GlideScope BFlex 5.8 SU Bronchoscope (Pack of 5)	CA
0069-0054	GlideScope Go Power Adapter Kit	CA
0069-0055	GlideScope Go USB Kit	CA
0069-0062	GlideScope Video Monitor QuickConnect Cable	CA
0069-0081	GlideScope Video Mon QuickConnect Cable & Hook	CA
0069-0078	GS Core Smart Cable - Connects to Spectrum SU Blades & VB 2.0 Lg	CA
0069-0080	Video Baton 2.0 Large (3-4)	CA
0069-0082	Video Baton 2.0 Large Kit	CA
0810-0267	Video Baton 2.0 Large GlideScope Go 1.0	CA
0574-0147	GS Core QuickConnect Cable - Connects to BFlex Bronchoscopes	CA
0574-0148	GS Core Video Cable - Connects to Titanium Reusable Blades	CA
0574-0149	Bladderscan® 9400 Thermal Paper (case/5)	FI
0574-0150	GSCore Prem WS BFlex 10" Monitor+cables	TW
0800-0532	GS Core RU Prem WS + BFlex	TW
0270-0868	GS Core 15 Prem for SU	TW
0800-0540	GS Core 15 Prem for SU + QC	TW
0003-0387	GS Core 15 Prem RU	TW
0270-0793	GS Core 15 Prem RU + QC	TW
0003-0259	GS Core 10 Prem VB QC Lg + SC	TW
0270-0870	GS Core 15 Prem VB QC Lg + SC	TW
0800-0544	GS Core 15 Prem VB QC Lg + QC + SC	TW
0270-0790	GS Core 10 Prem VB QC Lg + QC + SC	TW
0620-0068	Verathon Universal Accessory Basket	TW
0270-0681	GS Core 15 Prem + QC	TW
0003-1179	GS Core 15 Monitor Kit	TW
0570-0368	GS Core 15 Prem RU + QC & Go	TW
0003-1235	GS Core 15 Prem for SU + QC & Go	TW
0003-1372	GS Core 15 Prem RU + QC & Go + VB Lg	TW
0270-1005	GlideScope Video Mon BFlex 3.8 Starter Kit	TW
0270-1093	GS VB QC Lg + QC & SW UG USB	TW
0800-0560	GS Core 10 Prem VB QC Lg + QC & Go + VB 2.0 Lg	TW
0570-0372	GS Core 15 Prem VB QC Lg + QC & Go + VB 2.0 Lg	TW
0270-0999	Bladderscan Prime Mobile Cart	TW
0270-0674	GS VB GC Lg Wty (per 3 years)	TW
0069-0041	GS Core SU Prem WS + Bflex & GS Go	TW
0069-0043	GS Core RU Prem WS + Bflex & GS Go	TW
0069-0044	GS Core RU Prem WS+Bflex & GS Go+VB Lg	TW
0270-0962	GS Core 10-inch Monitor Kit	TW
0270-0996	GSCore Prem WS 10" Monitor quick-c cable	TW

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0270-0995	GSCore SUPrem WS 10" Monitor-sm cable	TW
0270-0986	GSCore RUPrem WS 10" Monitor video RU bl	TW
0270-0987	GS Core 15 Prem VB QC Lg	TW
0003-1347	GS Core 15 Prem VB QC Lg + QC	TW
0800-0042	GS Core 10 Prem VB QC Lg	TW
0270-1057	GS Core 10 Prem VB QC Lg + QC	TW
0270-1058	Sontac® Ultrasound Transmission Gel	US
0270-1055	Germicidal Disposable Wipes	US
0270-1056	Communication Cradle	US
0574-0119	GS Core Monitor Extended Warranty	US
0270-0932	Scanner Carrying Case	US
0270-0933	ScanPt®Total Reliability Mltple Plan (Yr)	US
0270-0966	AVL Monitor Prem Warranty PTCC-1 Year	US
0270-0967	AVL Monitor Prem Warranty PTCC 3 Yrs	US
0570-0396	Bladderscan Prime Thermal Printer	US
0570-0397	Bladderscan Prime Carrying Case	US
0570-0373	ScanPoint Online Service, BVI 9400	US
0901-0182	BVI 6400 Calibration and Support System	US
0800-0603	ScanPt® Tot Reliability Single Plan (Yr)	US
0270-0965	Bladderscan Prime Plus System	US
0800-0602	BVI 6100 Calibration & Support System	US
0570-0398	Tissue EquivInt Training Phantom, Zerdine	US
0270-0970	Bladderscan Prime Prem 1-year Warranty	US
0270-0975	GlideScope Go Warranty Extended 1 Year	US
0800-0605	GlideRite SU Stylet (Lg) Pk/10	US
0800-0604	Thermal Paper (pack of 5 Rolls)	US

11a. Time of delivery: 15 days ground ARO (UPS or other carrier)

11b. Expedited delivery: 48 Hours After Receipt of Order for the 48 Contiguous States. 72 Hours After Receipt of Order for Alaska, Hawaii and Puerto Rico. All 50 States, Washington D.C. and Puerto Rico ordering offices will be required to pay the differential between freight charges and express charges where express deliveries are desired by the Government.

All items are available for expedited delivery.

11c. Overnight and 2-day delivery: 2 days expedited for all products at an additional charge. The schedule customer may contact Verathon Inc. for rates for overnight and 2-day delivery.

11d. Urgent requirements: The schedule customer may (as part of the "Urgent Requirements" clause) contact the Verathon Inc. representative to effect a faster delivery.

12. FOB Point(s): Destination to all 48 states and the District of Columbia; Point of Exportation to AK, HI, & PR

**13a. Ordering address(es): 20001 North Creek Parkway
Bothell, WA 98011**

Verathon Inc., 800.331.2313, www.verathon.com

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

14. Payment address(es):

Verathon Inc.

PO Box 935117

Atlanta, GA 31193-5117

Phone #: 425.867.1348 Toll-Free 800.331.2313

Fax: 866.262.0498

15. Warranty provision:

Commercial Warranties in conjunction with the Government's Clauses 52.212-4 sections (o) and (p). See Attachment #2

Returned Goods Policy: See Attachment # 1

16. Export packing charges, if applicable: Not Applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): Accepted above the micro-purchase threshold

18. Terms and conditions of rental, maintenance, and repair (if applicable): Not Applicable

19. Terms and conditions of installation (if applicable): Not Applicable

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): Not Applicable

20a. Terms and conditions for any other services (if applicable): Not Applicable

21. List of service and distribution points (if applicable): City of Bothell, King County, Washington

22. List of participating dealers (if applicable): Not Applicable

23. Preventive Maintenance (if applicable): Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g., contractor's website or other location). The EIT standards can be found at www.Section508.gov/ : Not Applicable

25. Data Universal Number System (DUNS) number: 130598584

Verathon Inc., 800.331.2313, www.verathon.com

26. Notification regarding registration in System for Award Management (SAM) database: **Yes, registered**

Verathon Inc.
V797D-50352

Product and Pricing Information

SIN	Product Number	Product Name	Unit of Issue	Contract Price with IFF
A-63	0800-0005	Sontac® Ultrasound Transmission Gel	CA	\$63.20
A-63	0800-0252	Germicidal Disposable Wipes	BX	\$8.80
A-63	0270-0235	Communication Cradle	EA	\$332.80
A-14F	0270-0991	GS Core Prem WS BFlex 10" Monitor+cables	EA	\$12,723.62
A-14F	0270-1011	GS Core RU Prem WS + BFlex	EA	\$14,245.23
A-14F	0003-1288	GS Core Monitor Extended Warranty	EA	\$79.21
A-14F	0003-1287	GS Core Smart Cable Extended Warranty	EA	\$20.71
A-14F	0003-1370	GS VB QC Lg Wty (per month)	EA	\$23.40
A-14F	0003-1371	GS VB GC Lg Wty (per year)	EA	\$280.76
A-14F	0270-0428	GVL® -1 STAT Box/10	BX	\$161.50
A-14F	0270-0429	GVL® -2 STAT Box/10	BX	\$161.50
A-14F	0270-0709	GVL® -2.5 STAT Box/10	BX	\$161.50
A-14F	0270-0626	GVL® 3 STAT Box/10	BX	\$118.89
A-14F	0270-0627	GVL® 3 STAT Case/100	CA	\$1,188.94
A-14F	0270-0628	GVL® 4 STAT Box/10	BX	\$118.89
A-14F	0270-0629	GVL® 4 STAT Case/100	CA	\$1,188.94
A-14F	0270-0679	GVL 0 STAT Box/10	BX	\$161.50
A-14F	0570-0375	GS BFlex 5.0 SU Bronchoscope (Pack of 5)	EA	\$1,482.41
A-14F	0270-0938	Spectrum SU, LoPro S3 (SW) Box/10	BX	\$291.46
A-14F	0270-0939	Spectrum SU, LoPro S4 (SW) Box/10	BX	\$291.46
A-14F	0270-0916	Packaged, Boxed, Qty. 10, Stylet Small	BX	\$53.19
A-14F	0270-0876	Spectrum SU, LoPro S1, Box/10	BX	\$460.94
A-14F	0270-0877	Spectrum SU, LoPro S2, Box/10	BX	\$460.94
A-14F	0800-0595	Nonin® 3231USB External Pulse Oximeter	EA	\$351.76
A-63	0800-0262	Scanner Carrying Case	EA	\$39.11
A-14F	0270-1020	GS Core 15 Prem for SU	EA	\$13,902.32
A-63	0003-0260	ScanPt® Total Reliability Mltple Plan (Yr)	EA	\$588.12
A-63	0800-0319	Bladderscan® 9400 Thermal Paper (case/5)	EA	\$17.89
A-14F	0003-0631	AVL Monitor Prem Warranty PTCC-1 Year	EA	\$847.08
A-14F	0003-0876	AVL Monitor Prem Warranty PTCC 3 Yrs	EA	\$2,265.84
A-14F	0270-1022	GS Core 15 Prem for SU + QC	EA	\$14,267.75
A-14F	0270-1024	GS Core 15 Prem RU	EA	\$14,279.01
A-14F	0270-1025	GS Core 15 Prem RU + QC	EA	\$13,570.55
A-14F	0270-1096	GS Core 10 Prem VB QC Lg + SC	EA	\$14,904.02
A-14F	0270-1098	GS Core 15 Prem VB QC Lg + SC	EA	\$16,574.87

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A-14F	0270-1099	GS Core 15 Prem VB QC Lg + QC + SC	EA	\$16,765.83
A-14F	0270-1097	GS Core 10 Prem VB QC Lg + QC + SC	EA	\$15,094.97
A-14F	0810-0201	Verathon Universal Accessory Basket	EA	\$266.86
A-14F	0270-1030	GS Core 15 Prem + QC	EA	\$12,395.65
A-14F	0270-1033	GS Core 15 Monitor Kit	EA	\$10,608.54
A-14F	0069-0045	GS Core 15 Prem RU + QC & Go	EA	\$16,745.43
A-14F	0069-0046	GS Core 15 Prem for SU + QC & Go	EA	\$16,946.53
A-14F	0069-0048	GS Core 15 Prem RU + QC & Go + VB Lg	EA	\$17,555.43
A-14F	0069-0052	GVL STAT 3 (X10), SU STYLET (X10) KIT	PK	\$259.32
A-14F	0069-0053	GVL STAT 4 (X10), SU STYLET (X10) KIT	PK	\$259.32
A-14F	0069-0054	LOPRO S3 (X10), SU STYLET (X10) KIT	PK	\$463.07
A-14F	0069-0055	LOPRO S4 (X10), SU STYLET (X10) KIT	PK	\$463.07
A-14F	0069-0062	GlideScope Video Mon BFlex 3.8 Starter Kit	EA	\$1,803.52
A-14F	0069-0081	GS VB QC Lg + QC & SW UG USB	EA	\$2,924.62
A-14F	0069-0078	GS Core 10 Prem VB QC Lg + QC & Go + VB 2.0 Lg	EA	\$18,627.64
A-14F	0069-0080	GS Core 15 Prem VB QC Lg + QC & Go + VB 2.0 Lg	EA	\$20,298.49
A-14F	0069-0082	GS VB QC Lg & SW UG USB	EA	\$2,729.65
A-14F	0810-0267	GS Core VB 2.0 Holder for 0800-0636	EA	\$40.94
A-14F	0574-0147	Titanium LoPro T3	EA	\$4,045.73
A-14F	0574-0148	Titanium LoPro T4	EA	\$4,045.73
A-14F	0574-0149	Titanium MAC T3	EA	\$3,928.74
A-14F	0574-0150	Titanium MAC T4	EA	\$3,958.96
A-63	0800-0532	Bladderscan Prime Mobile Cart	EA	\$397.99
A-63	0270-0868	Bladderscan Prime Thermal Printer	EA	\$422.86
A-63	0800-0540	Bladderscan Prime Carrying Case	EA	\$129.85
A-63	0003-0387	ScanPoint Online Service, BVI 9400	EA	\$152.80
A-63	0270-0793	BVI 6400 Calibration and Support System	EA	\$5,444.22
A-63	0003-0259	ScanPt® Tot Reliability Single Plan (Yr)	EA	\$653.40
A-63	0270-0870	Bladderscan Prime Plus System	EA	\$9,296.48
A-14F	0800-0544	Spectrum Smart Cable	EA	\$4,316.58
A-63	0270-0790	BVI 6100 Calibration & Support System	EA	\$5,441.21
A-63	0620-0068	Tissue Equivalent Training Phantom, Zerdine	EA	\$2,354.34
A-14F	0270-0681	GlideRite Rigid Stylet - 10 Pack	PK	\$272.68
A-63	0003-1179	Bladderscan Prime Prem 1-year Warranty	EA	\$1,157.76
A-14F	0570-0368	GlideScope Go Monitor Kit	EA	\$2,964.82
A-14F	0003-1235	GlideScope Go Warranty Extended 1 Year	EA	\$320.76
A-14F	0003-1372	GS VB GC Lg Wty (per 3 years)	EA	\$758.45
A-14F	0270-1005	GlideRite SU Stylet (Lg) Pk/10	PK	\$86.43
A-14F	0270-1093	GlideRite SU Stylet (Medium) Pk/10	PK	\$97.49
A-14F	0800-0560	GlideScope Go Mounting Bracket Kit	EA	\$24.12
A-14F	0570-0372	GlideScope Go Charging Cradle Kit	EA	\$128.24
A-14F	0270-0999	Starter Kit-BFlex 5.0 GS Video Monitor	EA	\$1,766.33
A-14F	0270-0674	GlideRite DLT Stylet, Box/10	BX	\$301.51
A-14F	0069-0041	GS Core SU Prem WS + Bflex & GS Go	EA	\$16,000.00
A-14F	0069-0043	GS Core RU Prem WS + Bflex & GS Go	EA	\$17,777.89
A-14F	0069-0044	GS Core RU Prem WS+Bflex & GS Go+VB Lg	EA	\$17,502.51
A-14F	0270-0962	Spectrum SU, LoPro S2.5, Box/10	BX	\$502.51
A-14F	0270-0996	GS Core 10-inch Monitor Kit	EA	\$8,972.86
A-14F	0270-0995	GS Core Prem WS 10" Monitor quick-c cable	EA	\$10,814.57
A-14F	0270-0986	GS Core SUPrem WS 10" Monitor-sm cable	EA	\$12,378.89
A-14F	0270-0987	GS Core RUPrem WS 10" Monitor video RU bl	EA	\$12,761.81
A-14F	0003-1347	GS Core 15 Monitor Extended Warranty (1 yr)	EA	\$1,108.44

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A-63	0800-0042	Thermal Paper (pack of 5 Rolls)	PK	\$29.55
A-14F	0270-1057	GS Core 15 Prem VB QC Lg	EA	\$13,990.45
A-14F	0270-1058	GS Core 15 Prem VB QC Lg + QC	EA	\$14,194.99
A-14F	0270-1055	GS Core 10 Prem VB QC Lg	EA	\$12,494.37
A-14F	0270-1056	GS Core 10 Prem VB QC Lg + QC	EA	\$12,695.38
A-14F	0574-0119	GlideScope, Titanium, LoPro, T2	EA	\$5,007.22
A-14F	0270-0932	Spectrum DVM S3	EA	\$381.91
A-14F	0270-0933	Spectrum DVM S4	EA	\$381.91
A-14F	0270-0966	Spectrum SU, Miller S0, Box/10	BX	\$496.48
A-14F	0270-0967	Spectrum SU, Miller S1, Box/10	BX	\$496.48
A-14F	0570-0396	GlideScope BFlex 3.8 SU Bronchoscope (Pack of 5)	PK	\$1,304.02
A-14F	0570-0397	GlideScope BFlex 5.8 SU Bronchoscope (Pack of 5)	PK	\$1,457.29
A-14F	0570-0373	GlideScope Go Power Adapter Kit	EA	\$36.18
A-14F	0901-0182	GlideScope Go USB Kit	EA	\$25.13
A-14F	0800-0603	GlideScope Video Monitor QuickConnect Cable	EA	\$935.68
A-14F	0270-0965	GlideScope Video Mon QuickConnect Cable & Hook		\$949.75
A-14F	0800-0602	GS Core Smart Cable - Connects to Spectrum SU Blades & VB 2.0 Lg	EA	\$2,191.46
A-14F	0570-0398	Video Baton 2.0 Large (3-4)	EA	\$2,645.23
A-14F	0270-0970	Video Baton 2.0 Large Kit	EA	\$4,811.48
A-14F	0270-0975	Video Baton 2.0 Large GlideScope Go 1.0	EA	\$4,151.36
A-14F	0800-0605	GS Core QuickConnect Cable - Connects to BFlex Bronchoscopes	EA	\$190.95
A-14F	0800-0604	GS Core Video Cable - Connects to Titanium Reusable Blades	EA	\$489.77

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Attachment 1
Government Return Goods Policy

Buyer may return the Products for a full refund at the invoice pricing, at any time during the first forty five (45) days following the date of acceptance. Buyer will not be entitled to a refund after the forty five (45) day return period. No restocking fee applies. Buyer must report Concealed Damages, Damages in Transit, Supplier Fulfillment Errors, Overstock Product and Buyer Products Ordered in Error within the first forty five (45) day return period to receive, at the buyers request, a replacement, repair, or refund at the invoice price.

The Products must be returned to the address below and must reference a return authorization (RA) number issued by Verathon.

Return Address:
Customer Care Department
RA# _____
Verathon
20001 North Creek Parkway
Bothell, WA 98011

Return authorization number(s) can be obtained by calling Verathon Customer Care at (800) 331-2313 or via email at CSservice@verathon.com. Agents are available Monday through Friday, 6AM PST – 4PM PST.

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Attachment 2 Warranty Coverage



BladderScan Prime Warranty

Federal Acquisition Regulation clause 52.212-4 (o) and (p): Verathon, Inc.'s commercial warranty supplements, but do not replace Federal Acquisition Regulation (FAR) clause 52.212-4 (o) and (p). In addition to the Government Warranty provision, Verathon, Inc. offers the below supplements.

SCOPE OF COVERAGE: This Warranty applies for five (5) years (the "Term") from Product acceptance. This Warranty covers repair and replacement services only on Products purchased from an authorized Verathon dealer ("Services"). If Customer purchases Product from an unauthorized dealer or if the original factory serial number was removed, defaced, or altered, the Warranty will be void. Purchasing Verathon products from unauthorized entities could result in receipt of product that is counterfeit, stolen, used, defective, or not intended for use in your region. If Customer's system requires Service, Verathon will, with open communication with the customer, either repair or replace Customer's unit. Customer shall send the defective unit to Verathon (cleaned and disinfected as appropriate). All exchanged parts become property of Verathon. The Product is warranted to be free from defects in material and workmanship under normal use and services. The Warranty covers unintentional damage that results from breakage due to drops, falls, or other collision. Customer shall be solely responsible for any problem, failure, malfunction, defect, claim, damage, liability, or safety issue arising out of the following:

- Theft, misuse, abuse, extraordinary wear and tear, or neglect.
- Misapplication, improper use, or other failure to follow Verathon's Product instructions and safety precautions.

The system shall be used in accordance with the instructions contained in the Operations and Maintenance Manual.

- Use of the system in conjunction with hardware, software, components, services, accessories, attachments, interfaces, or consumables, other than those supplied or specified by Verathon.
- Products that have been repaired or maintained by anyone other than a Verathon authorized service provider.
- Modification, disassembly, rewiring, re-engineering, recalibration, or reprogramming of products other than as specifically authorized by Verathon in writing is prohibited and will void all warranties.

COVERED COMPONENTS: Warranty coverage applies to the following system components:

- Console
- Probe
- Battery Charger

Additional reusable components purchased either singularly or as a part of a system are warranted separately. Consumable items are not covered under this Warranty.

OBTAINING SERVICE: To request Service, Customer must contact Verathon Customer Service at 1 (800) 331-2313 to obtain a return authorization number and send the Product to Verathon with a description of the issue at the following address: **Customer Care Department, Verathon Inc., 20001 North Creek Parkway, Bothell, WA 98011 USA.**

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VERATHON SERVICE: Verathon shall provide Service in a timely and competent manner by professionals qualified to render such Services. The Service and parts provided to the Customer shall be free from defect in material and workmanship under normal use and operation. Verathon agrees that all Service performed by Verathon or parts provided by Verathon, its employees, agents, and representatives hereunder shall be free from defect in material and workmanship throughout the Term. Customer shall notify Verathon to what respect any of said guarantees have not been met, and Verathon shall promptly, at its own expense and with open communication with customer, re-perform such services and make such alteration, repair, or replacement as may be necessary to meet the Warranty hereunder so long as the nonperformance is due to a manufacturer defect and not Customer-induced issues after the Service is completed.

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INTRODUCING GLIDESCOPE GO

System Includes

- Monitor
- Power Adapter
- Dual USB Key
- OMM

0570-0368



GlideScope Go Monitor Factory Warranty

Federal Acquisition Regulation clause 52.212-4 (o) and (p): Verathon, Inc.'s commercial warranty supplements, but does not replace Federal Acquisition Regulation (FAR) clause 52.212-4 (o) and (p). In addition to the Government Warranty provision, Verathon, Inc. offers the below supplements.

SCOPE OF COVERAGE: This Warranty applies for two (2) years (the "Term") from Product acceptance. This Warranty covers repair and exchange services (with an exchange fee of \$900) only on Products purchased from an authorized Verathon dealer ("Services").

If Customer purchases Product from an unauthorized dealer or if the original factory serial number was removed, defaced, or altered, the Warranty will be void. Purchasing Verathon products from unauthorized entities could result in receipt of product that is counterfeit, stolen, used, defective, or not intended for use in your region. If Customer's system requires Service, Verathon will repair Customer's unit. If Customer's unit is not repairable due to customer's actions (listed below), Verathon will provide an option to exchange the unit for a new one at the cost of \$900. Customer shall send the defective unit to Verathon (cleaned and disinfected as appropriate). All exchanged parts become property of Verathon. The Product is warranted to be free from defects in material and workmanship under normal use and services. The Warranty covers manufacturing defects and workmanship related issues.

Customer shall be solely responsible for any problem, failure, malfunction, defect, claim, damage, liability, or safety issue arising out of the following:

- Theft, misuse, abuse, extraordinary wear and tear, or neglect.
- Misapplication, improper use, or other failure to follow Verathon's Product instructions and safety precautions. The system shall be used in accordance with the instructions contained in the Operations and Maintenance Manual.
- Use of the system in conjunction with hardware, software, components, services, accessories, attachments, interfaces, or consumables, other than those supplied or specified by Verathon.
- Products that have been repaired or maintained by anyone other than a Verathon authorized service provider.
- Modification,
- disassembly, rewiring, re-engineering, recalibration, or reprogramming of products other than as specifically authorized by Verathon in writing is prohibited and will void all warranties.

COVERED COMPONENTS: Warranty coverage applies to the following system components:

- Monitor

OBTAINING SERVICE: To request service, Customer must obtain from Verathon a return authorization number and send the Product with a description of the issue to Verathon at the following address:

Customer Care Department, Verathon Inc.,
20001 North Creek
Parkway, Bothell, WA 98011 USA Phone: 1.800.331.2313

VERATHON SERVICE: Verathon shall provide Service under this Agreement in a timely and competent manner by professionals qualified to render such services. The services and parts provided under the Agreement shall be free from defect in material and workmanship under normal use and operation. Verathon agrees that all services performed by Verathon or parts provided by Verathon, its employees, agents, and representatives under the Agreement shall be free from defect in material and workmanship

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for the Term of the service Agreement. Customer shall notify Verathon within ninety (90) days from shipment if and to what respect any of said guarantees have not been met and Verathon shall promptly, at its own expense and with open communication with the customer, re-perform such services and make such alteration, repair, or replacement as may be necessary to meet the guarantees hereunder so long as the non-performance is due to a manufacturer defect and not physical or Customer induced issues after the service is completed.

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GlideScope® Warranty Offerings

Original First Year Total Customer Care Warranty:

Verathon® warrants the GlideScope® system against defects in material and workmanship.

This warranty applies for one (1) year from the date of shipment from Verathon.

This warranty is given only to the original purchaser of the GlideScope® Instrument.

If a customer's instrument requires service or repair, Verathon® will either replace or provide a loaner unit within one (1) business day from the date of customer service notification. The customer agrees to send the defective unit to Verathon® upon receipt of the loaner unit and agrees to return the loaner unit within two (2) business days of receipt of the repaired unit.

- This warranty provides coverage for damage from accidental drops or mishandling (does not cover deliberate mishandling).
- This warranty does not apply if the product has been damaged due to or as the result of service or modification by anyone other than an authorized Verathon® Service Center.
- This warranty does not apply if there is evidence of the equipment being exposed to temperatures in excess of 60°C.

The product shall be used in accordance with the instructions contained in its User's Manual. Consumable items (i.e., endotracheal tubes, stats, stylets, etc.) shall be used in conformance to Verathon® product specifications. Consumable items are not covered under this warranty.

What Is Covered:

Warranty coverage is extended to the GlideScope® Systems:

- GlideScope Video Portable and GlideScope Cobalt AVL Monitors
- GlideScope Reusable Video Laryngoscopes Blades
- Cobalt, Cobalt AVL and Ranger Single Use Video Batons

Additional GVL® (scope) purchased either singularly or as a part of a system must be warranted separately.

Extended Warranty:

Premium Total Customer CareSM Warranty – A Premium warranty from Verathon® Medical can be extended for a total of up to six (6) years from date of purchase.

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BladderScan® BVI 9400

First-Year Premium Total Customer Care Warranty

All BladderScan® BVI 9400, BVM 9500, BVI 9600 and AMI 9700 instruments purchased from Verathon Medical in the United States are covered under the **Premium Total Customer Care Warranty** for 1 (one) year from the date of purchase to the original owner. Under the **Premium Total Customer Care Warranty**, Verathon's Technical Service Center will repair and correct defects in material or workmanship, even if the malfunction was the result of an accidental drop and/or negligent mishandling, arising during the warranty period. Parts and labor associated with the repairs are fully covered, access to an overnight service loaner instrument of an identical model will be dispatched, and priority freight charges transporting equipment to and from Verathon's Technical Service Center will be provided at no cost under the warranty.

✓ If a customer unit requires service or repair, Verathon will provide a loaner unit within one (1) business day from the date of customer service notification.

✓ The customer agrees to send the defective unit to Verathon upon receipt of the loaner unit and agrees to return the loaner unit within two (2) business days of receipt of the repaired unit.

The **Premium Total Customer Care Warranty** also grants registered users of the BladderScan BVI 9400, BVM 9500, BVI 9600 and AMI 9700 instruments access to the **ScanPoint® Online Service** which allows administrative, clinical and technical users to view, save and print patient examinations, access to software updates and the ability to perform online calibration tests. Access to the **ScanPoint® Online Service** is included under the **First-Year Premium Total Customer Care Warranty**. *This warranty does not apply if the product has been damaged due to the result of service or modification by anyone other than an authorized Verathon Technical Service Center. The product shall be used in accordance with the instructions contained the operator's manual. Consumable items shall be used in conformance to Verathon product specifications. Consumable items are not covered under this warranty. Please consult a Verathon sales representative for more details.*

BLADDERSCAN BVI 6100



The hand-held, portable BladderScan BVI 6100:

- Measures bladder volume noninvasively.
- Provides fast, accurate and reliable results.
- Takes scans quickly, providing test results in a matter of seconds.
- Is easy to operate; staff members can easily learn to scan patients quickly and accurately.
- Allows for exam results and images to be downloaded, viewed and printed using the optional ScanPoint® Image Management Technology.
- Is battery-operated, lightweight, and portable.

BLADDERSCAN BVI 6400



The hand-held, portable BladderScan BVI 6400:

- Measures bladder volume noninvasively.
- Provides fast, accurate, and reliable results.
- Takes scans quickly, providing test results in a matter of seconds.
- Is easy to operate; staff members can easily learn to scan patients quickly and accurately.
- Provides the capability to voice annotate each exam (50 seconds to record patient ID and relevant exam information), ensuring that valuable patient and exam data is retained.
- Stores voice annotated data for up to ten exams.
- Improves efficiency of healthcare professionals who examine multiple patients on their rounds.
- Allows for exam results and images to be downloaded, viewed, and printed using the optional ScanPoint® technology.
- Is battery-operated, lightweight, and portable.

6100 & 6400 WARRANTY

Verathon products and software are warranted against defects in material and workmanship according to the Terms and Conditions of Sale. This limited warranty applies as long as it is covered by the Scan Point Total Reliability Plan. Warranty coverage applies to the following system components:

- BladderScan BVI 6400 device
- Scan Point® docking station

Additional reusable components purchased either singularly or as a part of a system are warranted separately. Consumable items are not covered under this warranty. For more information about your warranty or to purchase a Scan Point Total Reliability Plan that extends the limited warranty on your system, please contact Verathon Customer Care or your local representative.

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Required Vendor Ethics Disclosure Statement

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

Date: 4/13/2023

Bid/Contract/PO #:

Company Name: VERATHON	Company Contact: Matt Jolgren
Contact Phone: 630-219-8606	Contact Email: mjolgren@verathon.com

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Matt Jolgren

Title

Territory Manager

Date

4/13/2023

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



Budget Transfer

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

File #: 23-1686

Agenda Date: 5/2/2023

Agenda #: 9.A.

4/19/23

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1200
Company #

INDIRECT COSTS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2020	53829		INDIRECT COST REIMBURSEMENT	\$ 141,745.00	2472,523.00	2,330,778.00	4/19/23
Total				\$ 141,745.00			

To: 1200
Company #

INDIRECT COSTS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2020	53805		SOFTWARE LICENSES	\$ 112,223.00	0	112,223.00	4/19/23
2020	53807		SOFTWARE MAINT AGREEMENTS	\$ 29,522.00	0	29,522.00	4/19/23
Total				\$ 141,745.00			

Reason for Request:

Transfer monies from indirect cost reimbursement line to pay for Adobe, Network and ERP Charges for the DuPage Care Center - for FY23 services

Signature on File

Department Head

Signature on File

Chief Financial Officer

Activity

(optional)

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

04/19/23
Date
4/19/23
Date

HHS - 5/2/23

FINCLB - 5/9/23