1. CALL TO ORDER

10:15 AM meeting was called to order by Chair Robert L Larsen at 10:15 AM.

2. ROLL CALL

PRESENT: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

3. PUBLIC COMMENT

No public comments were received at this meeting.

4. CHAIRMAN'S REPORT - CHAIR LARSEN

Chairman Larsen announced that Linda Linford, Foundation Coordinator at the DuPage Care Center, lost her husband Tom suddenly on Monday, February 19. Details on the arrangements are not currently available but Mr. Larsen asked the members to keep her and her family in their thoughts and prayers.

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Feb 6, 2018 10:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

6. COMMUNITY SERVICES - MARY KEATING
A. CS Requests That Also Require Finance And/Or County Board Approval

1. HHS-P-0055-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with DuPage County Health Department for dental care to low income residents in DuPage County under the Community Services Block Grant for the period of January 1, 2018 through December 31, 2018, for a contract total amount of $77,000.00 Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Elizabeth Chaplin, District 2 |
| SECONDER: | Greg Hart, District 3 |
| AYES: | Chaplin, Grant, Hart, Khouri, Larsen |
| ABSENT: | Tornatore |

2. HHS-P-0056-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee contract with H.O.M.E. DuPage, Inc. to provide financial counseling and workshops to low income residents of DuPage County. This contract covers the period of January 1, 2018 to December 31, 2018, for a contract total amount not to exceed $43,885.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). Community Services Block Grant Funded.

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Elizabeth Chaplin, District 2 |
| SECONDER: | Greg Hart, District 3 |
| AYES: | Chaplin, Grant, Hart, Khouri, Larsen |
| ABSENT: | Tornatore |

3. HHS-P-0057-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with West Suburban Community Pantry to provide food, diapers, and car seats to low income residents of DuPage County, for the period of January 1, 2018 through December 31, 2018 for Community Services, for a contract total amount of $40,500.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). Community Services Block Grant Funded.
RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

4. HHS-P-0058-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with Loaves and Fishes Community Services to provide food and infant care items to low income residents of DuPage County, for the period of January 1, 2018 through December 31, 2018 for Community Services, for a contract total amount of $40,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). Community Services Block Grant Funded.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Amy L Grant, District 4
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

5. HHS-P-0059-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with Catholic Charities to assist 80 homeless residents with temporary housing and case management services under the Community Services Block Grant for the period of January 1, 2018 through December 31, 2018, for a total amount not to exceed $50,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Community Services Block Grant Funded)

RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore
6. HHS-P-0060-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with People's Resource Center to provide food to low income residents of DuPage County under the Community Services Block Grant for the period of January 1, 2018 through December 31, 2018, for a total amount not to exceed $30,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Community Services Block Grant Funded)

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

7. HHS-P-0061-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with Outreach Community Services to provide case management, counseling, job skill training and experience, work readiness training, and GED assistance to low income youth residing in DuPage County under the Community Services Block Grant for the period of January 1, 2018 through December 31, 2018, for a total amount of $70,000.00 Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Community Services Block Grant Funded)

Mary Keating, Director of Community Services, answered questions regarding the correlation to WorkNet DuPage's Job Skill Training and the Community Services Block Grant (CSBG) funded Outreach Community Services. Ms. Keating stated that WorkNet DuPage connects people to more formal training; Outreach is more specific to their in-house work programs. Outreach is more income targeted and there is an income differentiation between the WorkNet and Outreach programs. Ms. Keating added that Outreach is a subcontractor of WorkNet. Staff stated that youth that receives Outreach training may have functional limitations and may not be eligible for the WorkNet programs; Outreach may prepare them for WorkNet programs and/or provides some with employment. Ms. Keating said she will reach out to Outreach to furnish more information on their programs.

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore
8. HHS-P-0062-18 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with 360 Youth Services to provide case management, job coaching/preparedness, and GED coaching to homeless youth in DuPage County under the Community Services Block Grant for the period of January 1, 2018 through December 31, 2018, for a total amount not to exceed $28,749.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Community Services Block Grant Funded)

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

B. CS Requests for Parent Committee Final Approval

Items 6.B. 1. through 6.B.2 were combined and approved.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Amy L Grant, District 4
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

1. 2018-68 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with Prairie State Legal Services to provide free legal services to homeless residents of DuPage County. This sub-grantee contract covers the period of January 1, 2018 through December 31, 2018, for a sub-grantee contract total amount not to exceed $20,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). Community Services Block Grant Funded.

2. 2018-69 Recommendation for the approval of a contract purchase order to enter into a sub-grantee agreement with DuPage Federation on Human Services Reform to provide emergency assistance to clients referred from the Illinois Department of Human Services to Community Services. This contract covers the period of January 1, 2018 to December 31, 2018, for a contract total amount not to exceed $15,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). Community Services Block Grant Funded.
3. 2018-70 Recommendation for the approval of a contract purchase order to Midwest Shelter for Homeless Veterans to provide temporary shelter/transitional housing and life skills for homeless veterans of DuPage County. This contract covers the period of January 1, 2018 to December 31, 2018 for Community Services, for a contract total amount of $20,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). Community Services Block Grant Funded.

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING

CDC Requests That Also Require Finance And/Or County Board Approval

A. HHS-R-0071-18 RESOLUTION -- Recommendation for Approval of a 3rd Modification to a HOME (HOME Investment Partnerships Act) Agreement for Project HM03-02 – Community Housing Advocacy and Development, Acquisition and Rehabilitation Activity - Shortening the Affordability Period to June 8, 2019 and to Allow Properties to be Permanently Rented.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

B. HHS-R-0072-18 RESOLUTION -- Recommendation for Approval of an 11th Modification to an NSP (Neighborhood Stabilization Program) Agreement for Project NSP-08-03 – DuPage Housing Authority (DHA), Acquisition, Rehabilitation, and Resale Activity - Reactivating the Agreement to Allow for Eligible Reimbursements not to Exceed $13,869.10

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

D. HHS-R-0074-18 RESOLUTION -- Recommendation for Approval of a 3rd Modification to a CDBG (Community Development Block Grant) Agreement for Project CD15-23a – HOME DuPage, Homestead Closing Cost Assistance Program - 6 month Time Extension Request through September 30, 2018

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

E. HHS-R-0075-18 RESOLUTION -- Recommendation for Approval of a 5th Modification to a HOME (HOME Investments Partnership Program) Agreement for Project HM15-05 – Bridge Communities, Scattered Site Transitional Housing Rehab – 4th Time Extension Request through July 31, 2018.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

8. DUPAGE CARE CENTER - JANELLE CHADWICK
Items 8.A. and 8.B. were combined and approved.
RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

DuPage Care Center Requests for Parent Committee Final Approval

A. Change Order -- Amendment to County Contract 2544-0001 SERV, issued to Central DuPage Hospital, for pass thru Medicare Part A costs for services rendered to the DPCC residents per the approved "Medicare Physician Fee Schedule" for the period 06/01/17 - 05/31/18, to increase encumbrance in the amount of $5,000.00, resulting in an amended contract total amount not to exceed $13,500.00, an Increase of 58.82%.

B. Change Order -- Amendment to County Contract 1861-0001 SERV, issued to Central DuPage Hospital, for pass thru Medicare Part A costs for services rendered to the DPCC residents per the approved "Medicare Physician Fee Schedule" for the period 06/01/16 - 05/31/17, to increase encumbrance in the amount of $1,600.00, resulting in an amended contract total amount not to exceed $16,600.00, an Increase of 10.67%, a cumulative increase of 107.50%.

9. BUDGET TRANSFERS

Items 9.A. and 9.B. were combined and approved.

RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

A. Budget Transfers -- DuPage Care Center - To transfer budgeted funds for final FY17 invoices for Interior Renovations - $2,520.00.

B. Budget Transfers -- Community Services - Community Services Block Grant (CSBG) - To transfer budgeted funds to cover final FY17 invoices - $109,922.00.

10. TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL

Authorization for Overnight Travel -- Community Services Administrator to attend the 2018 Illinois Association of Community Action Agencies (IACAA) Annual Learning Conference in Springfield, Illinois, from May 6, 2018 through May 8, 2018. Expenses to include registration, lodging, miscellaneous (parking, mileage, etc.), and per diem for approximate total of $1,013.94. Community Services Block Grant (CSBG) grant funded.
11. RESIDENCY WAIVERS - JANELLE CHADWICK

A. Out of County Residency Waiver #1

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

B. Out of County Residency Waiver #2

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Tornatore

12. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating provided data regarding the Ride DuPage Program funded by DuPage County. In 2017, there were 44,553 riders that were funded by the County through Ride DuPage. 32,000 rides were for the Transportation to Work Program which provides transportation for people with developmental disabilities who are receiving services from five partnering agencies. About 12,000 rides were from the Paratransit Program which helps low income residents get to doctors' appointments or DuPage County for services. The cost to the county in services in 2017 was $482,000 and $528,000 in 2016; averaging slightly over 500,000 annually over a five year period. Para-transit services are significantly more expensive than Uber or Lift; drivers have special training and use a combination of lift equipped vehicles and taxicabs. All the services are provided through a contract the county has with PACE and PACE
subcontracts for both the dispatch office and a number of transportation providers.

13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK
Janelle Chadwick, Administrator of the DuPage Convalescent Center, stated the new Assistant Director of Nursing, Saveina Tanner, started last week and recruitment is underway for a new Director of Nursing. Ms. Chadwick is in the process of completing a six-month assessment of the Care Center strengths and opportunities, which she will present to Tom Cuculich and Sheryl Markay this week, and share with the committee at a later date.

Chairman Larsen stated the option of using the DuPage Care Center kitchen for meal preparation for the jail population and staff was discussed in the Judicial and Public Safety Committee meeting earlier in the day. The discussion was prompted upon the approval of a short, one year contract to an outside vendor, giving staff adequate opportunity to explore the capacity of the Care Center to support the jail with meal preparation and linen services.

14. OLD BUSINESS
15. NEW BUSINESS
16. INFORMATIONAL ITEMS
17. ADJOURNMENT
There being no further business, the meeting was adjourned at 10:33 AM.
1. CALL TO ORDER

10:15 AM meeting was called to order by Chair Robert L Larsen at 10:15 AM.

2. ROLL CALL

PRESENT: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

3. PUBLIC COMMENT

No public comments were received at this meeting.

4. CHAIRMAN'S REPORT - CHAIR LARSEN

Chairman Larsen reminded the committee about the Valentine balloon event at the DuPage Care Center. For a $3.00 donation a balloon will be sent to a Care Center resident. Donations are being accepted through February 13. Mr. Larsen invited everyone to attend the delivery of the balloons on February 14, 2018.

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Jan 16, 2018 10:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

6. COMMUNITY SERVICES - MARY KEATING
CS Requests That Also Require Finance And/Or County Board Approval

A. FI-R-0063-18 Resolution -- Acceptance and Appropriation of the Illinois Department of Commerce and Economic Opportunity (ILDCEO) Community Services Block Grant PY18 Notice of Grant Award 18-231028 Company - 5000 Accounting Unit - 1650 $1,039,715

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Sam Tornatore, Vice Chair
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

B. FI-R-0064-18 Resolution -- Additional Appropriation for the Subsidized Taxi Fund FY17 Company 1000, Accounting Unit 1620 $1,105.00

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

C. FI-R-0065-18 Resolution -- Acceptance and Appropriation of the Low Income Home Energy Assistance Program HHS Grant FY18 Inter-Governmental Agreement No. 18-224028 Company 5000 – Accounting Unit 1420 $1,398,103.00

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

D. HHS-R-0066-18 Resolution -- Approval of Issuance of Payments by DuPage County to Energy Assistance providers through the Low Income Home Energy Assistance Program (LIHEAP) HHS Grant FY18 No. 18-224028 in the amount of $1,182,096.00
RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

E. HHS-P-0036-18 Recommendation for an Intergovernmental Agreement Between DuPage County and PACE Suburban Bus Service to provide County sponsored transportation services for income eligible persons and persons with disabilities, for the period October 1, 2017 through November 30, 2018, through Ride DuPage for Community Services, for a contract total not to exceed $872,590.00, Intergovernmental Agreement.

Mary Keating, Director of Community Services, answered questions regarding the PACE Suburban Bus Service. She stated that approximately $500,000 in general funds and an estimated 40,000 in ridership have remained steady over the last several years. The remainder of the funding comes from Regional Transportation Authority (RTA) grant funds.

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

7. DUPAGE CARE CENTER - JANELLE CHADWICK

A. DuPage Care Center Requests That Also Require Finance And/Or County Board Approval

HHS-P-0037-18 Recommendation for the approval of a contract purchase order to Pan-O-Gold Baking Company, for assorted sliced breads, rolls and buns for the Care Center, JTK Administration Building and JOF Building Cafe’s for the period March 1, 2018 through February 28, 2019 for a contract not to exceed $30,116.76, per lowest responsible bid #17-238-GV.
RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

B. DuPage Care Center Requests for Parent Committee Final Approval

Change Order -- Amendment to Purchase Order 12000042, issued to Direct Supply, Inc., to furnish and deliver medication carts and accessories for the DuPage Care Center, to increase encumbrance in the amount of $3,838.00, for articulating arms, resulting in an amended amount not to exceed $24,212.00, an increase of 18.84%.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

8. BUDGET TRANSFERS

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

A. Budget Transfers -- Community Services - To transfer funds to cover final FY17 part-time salaries - $17,535.00

Items 8.A. through 8.G. were combined and approved.

B. Budget Transfers -- Community Services - Psychological Services - To transfer funds to cover FY17 Regular Salaries - $17,071.00

C. Budget Transfers -- DuPage Care Center -To transfer budgeted funds, allowing for sufficient budget to be available for FY17 Drugs & Vaccine supplies Invoices - $11,580.00

D. Budget Transfers -- DuPage Care Center -To transfer budgeted funds, allowing for sufficient budget to be available for FY17 Drugs and Vaccine Supplies Invoices - $9,546.00
E. Budget Transfers -- DuPage Care Center - To transfer budgeted funds, allowing for sufficient budget to be available for FY17 Printing Invoices - $7,097.00

F. Budget Transfers -- DuPage Care Center - To transfer budgeted funds, allowing for sufficient budget to be available for FY17 Engineering & Architectural Service invoices - $10,448.00

G. Budget Transfers -- DuPage Care Center - To transfer funds for final FY17 payment to Symbria for therapy and consulting services - $87,187.00

9. TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL

Items 9.A. through 9.D. were combined and approved.

Mary Keating answered questions regarding the grant source(s) on the travel requests and offered to include the grant name and source on future agenda items that are grant funded.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

A. Authorization for Overnight Travel -- Community Services Information & Referral Coordinator to attend the Results Oriented Management and Accountability (ROMA) 2018 Spring In-service Continuing Education Program for ROMA Implementers/Trainers in Birmingham, Alabama from April 4, 2018 through April 6, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $960.00. Grant funded.

B. Authorization for Overnight Travel -- Community Services Information & Referral Manager to attend the Results Oriented Management and Accountability (ROMA) 2018 Spring In-service Continuing Education Program for ROMA Implementers/Trainers in Birmingham, Alabama from April 4, 2018 through April 6, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $960.00. Grant funded.

C. Authorization for Overnight Travel -- Community Services Database/Report Specialist to attend the Homeless Management Information System (HMIS) 2018 Spring National Human Services Data Consortium Conference in Pittsburgh, Pennsylvania from April 16, 2018 through April 22, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $1,780.00. Grant funded.

D. Authorization for Overnight Travel -- Community Services HMIS Manager to attend the Homeless Management Information System (HMIS) 2018 Spring National Human Services Data Consortium Conference in Pittsburgh, Pennsylvania from April 16, 2018 through April 20, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $1,805.00. Grant funded.
10. CONSENT ITEMS

Items 10.A. through 10.S. were combined and approved.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

A. Consent Item -- Amerisourcebergen Drug Corp. - 1151-0001 SERV - Decrease and close
B. Consent Item -- Consent Item -- Amerisourcebergen Drug Corp. - 1887-0001 SERV - Decrease and close
C. Consent Item -- Consent Item -- Arxium Inc. - 2013-0001 SERV - Decrease and close
D. Consent Item -- Arxium, Inc. - 1874-0001 SERV - Decrease and close
E. Consent Item -- Automed Technologies - 577-0001 SERV - Decrease and close
F. Consent Item -- EZ Way, Inc. - 1862-0001 SERV - Decrease and Close
G. Consent Item -- Health Lab - 1206-0001 SERV - Decrease and close
H. Consent Item -- Hill-Rom Company - 1152-0001 SERV - Decrease and close
I. Consent Item -- Consent Item -- Hill-Rom Company, Inc. -1940-0001 SERV - Decrease and close
J. Consent Item -- HP Products Corp. - 743-0001 SERV - Decrease and close
K. Consent Item -- Maxim Healthcare - 1695-0001 SERV - Decrease and close
L. Consent Item -- McKesson Medical Surgical - 529-0001 SERV - Decrease and close
M. Consent Item -- McKesson Medical Surgical - 1537-0001 SERV - Decrease and close
N. Consent Item -- Provinet Solutions - 468-0001 SERV - Decrease and close
O. Consent Item -- Sears Commercial - 851-0001-SERV - Decrease and Close
P. Consent Item -- Strategic Reimbursement Inc. - 528-0001 SERV - Decrease and close
Q. Consent Item -- Sysco Food Service - 959-0001 SERV - Decrease and close
R. Consent Item -- Warehouse Direct - 744-0001 SERV - Decrease and close
S. Consent Item -- Diana Padilla - 2813 0001 SERV - Decrease and Close
11. **RESIDENCY WAIVERS - JANELLE CHADWICK**

12. **COMMUNITY SERVICES UPDATE - MARY KEATING**

Mary Keating stated the deadline for submitting applications to the Human Services Grant Fund was Friday, February 2, 2018. The sixty applications requested a total of $2,700,000.00. Two agencies were denied due to a request to add information after the deadline and another to submit their application after the deadline. Both agencies were instructed to appeal to the Health and Human Services Committee. Ms. Keating responded to questions explaining agencies have approximately thirty days to complete and submit an application. Out of the sixty applications, there was only one new agency that applied this year. Small non-profits are not eligible until they have been in operation for three years and agencies cannot request more than 50% of a program cost. Outreach efforts include press releases, emails, and Giving DuPage.

Ms. Keating met with Circuit Judge Robert J. Anderson, the family court presiding judge, to discuss a fee adjustment at the Family Center, which has not adjusted their revenues or raised their fees since 2009-2010.

13. **DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK**

Anita Rajagopal, Assistant Administrator at the DuPage Care Center, stated the Care Center is focusing on staffing assignments and reviewing for operational efficiencies. Staff are also working on performance metrics from the 2017 strategic initiatives and will report on them at the next HHS meeting.

The new Assistant Director of Nursing will be starting later in February and recruitment is underway for a new Director of Nursing.

Discussion arose surrounding LEAN training. Ms. Rajagopal stated that about 40% of staff, including all upper management but not all the nursing staff, have completed the LEAN training. Management is currently working with LEAN pros to determine how to overcome the challenges training staff on all shifts. LEAN based Quality Assurance and Performance Improvement (QAPI) as required by Centers for Medicare and Medicaid Services (CMS) initiatives are being undertaken. Directed trainings related to Quality Improvement tools for the groups involved are being provided on an as needed basis.

14. **OLD BUSINESS**

15. **NEW BUSINESS**

16. **INFORMATIONAL ITEMS**

Chairman Larsen requested a motion to place items 16.A. through 16.C. on file. Member Chaplin so moved, Member Hart seconded, motion carried, all ayes.
RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

A. Grant Proposal Notifications -- HOME Investment Partnership Program Twenty- Seventh (27th) Year FY2018 - $1,280,596.00

B. Grant Proposal Notifications -- Emergency Solutions Grant Thirtieth (30th) Year FY2018 - $285,654.00

C. Grant Proposal Notifications -- Community Development Block Grant Forty-Fourth (44th) Year FY2018 - $3,589,224.00

17. ADJOURNMENT
There being no further business, the meeting ended at 10:28 AM.
WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy:

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee contract to the DuPage County Health Department (DCHD), to provide dental care to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

Now, THEREFORE BE IT RESOLVED that County sub-grantee contract covering said, to dental care to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee contract by the Procurement Division to DuPage County Health Department (DCHD), 111 N. County Farm Road, Wheaton, IL 60187, for a total amount of $62,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT:
APPROVED [UNANIMOUS]

MOVER:    SECONDER:
Elizabeth Chaplin, District 2  Greg Hart, District 3

AYES:      ABSENT:
Chaplin, Grant, Hart, Khouri, Larsen  Sam Tornatore
PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
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<tbody>
<tr>
<td>February 5, 2018</td>
<td>$77,000</td>
<td>1/1/2018 - 12/31/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required** Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Completion Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>02/05/2018 1:13 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>02/06/2018 9:51 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/07/2018 10:33 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>02/08/2018 1:22 PM</td>
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<tr>
<td>Paul Rafac</td>
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<td>02/13/2018 7:52 AM</td>
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<tr>
<td>Tom Cuculich</td>
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<tr>
<td>Kathy Ostrowski</td>
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<tr>
<td>Health &amp; Human Services</td>
<td>Completed</td>
<td>02/20/2018 10:15 AM</td>
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<td>Finance Committee</td>
<td>Completed</td>
<td>02/27/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>02/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>

Requisition 25k and over

HHS-P-0055-18
**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**

- **Vendor:** DuPage County Health Department (DCHD)  
  - Vendor #: 19161
- **Attn:** Karen Ayala
- **Email:**
- **Address:** 111 N. County Farm Road
- **City:** Wheaton  
  - State: IL  
  - Zip: 60187
- **Phone:**

**Send Invoices To:**

- **Dept:** Community Services  
  - Division: CSBG Grant
- **Attn:** Gina Strafford-Ahmed
- **Email:** gina.strafford@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton  
  - State: IL  
  - Zip: 60187
- **Phone:** 630-407-6444

---

**Send Payments To:**

- **Vendor:** DuPage County Health Department (DCHD)  
  - Vendor #: 13527
- **Attn:** Karen Ayala
- **Email:**
- **Address:** 111 N. County Farm Road
- **City:** Wheaton  
  - State: IL  
  - Zip: 60187
- **Phone:**

**Ship To:**

- **Dept:** Community Services  
  - Division: CSBG Grant
- **Attn:** Gina Strafford-Ahmed
- **Email:** gina.strafford@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton  
  - State: IL  
  - Zip: 60187
- **Phone:** 630-407-6444

---

**Payment Terms**

- **Use for PO25 only:**

**F.O.B.**

- **PO 20 Delivery Date**
  - **Requisitioner**

**PER 50 ILCS 505/1**

- **Destination**

---

**Use for PO25 only**

- **Contract Administrator**
  - Jan 1, 2018
  - Dec 31, 2018

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sub-grantee contract purchase order to provide dental care to low income residents residing in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>52320</td>
<td>18-231028 52320</td>
<td>15,000.00</td>
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<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
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<td>5000</td>
<td>1650</td>
<td>53070</td>
<td>18-231028 52320</td>
<td>62,000.00</td>
<td>62,000</td>
<td></td>
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</tbody>
</table>

**Requisition Total**: $77,000

---

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

---

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

---

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
### Procurement Review Checklist

#### Procurement Services Division

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

#### Vendor Information
- **Vendor:** DuPage County Health Department (DCHD)
- **Vendor #:**
- **Dept:** Community Services
- **Contact:** Gina Strafford-Ahmed
- **Phone:** 6444
- **Assigned Committee:** HHS

#### Contract Information
- **Contract Term:** 1/1/18-12/31/18
- **Contract Total:** $77,000.00

#### Description of Procurement/Scope of Work/Background
- DCHD provides dental care to low income residents residing in DuPage County. The dental care provided is not covered by Medicaid/ACA.

#### Reason for Procurement
- $77,000 in CSBG funds will assist approximately 250 DuPage County residents with dental care.

#### Funding Source
- Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
- Budget Transfer (Date) ________________ Add'l Information

#### Decision Memo Not Required
- LOWEST RESPONSIBLE QUOTE # or Bid # ________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ________________________ ☐ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102.5 (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (e) not suitable for competitive bidding. Explain below:

#### Decision Memo Required
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ________________________

#### Prepared By and Approval(s) (Initials Only)
- **Prepared By:**
  - Date: Jan 26, 2018
- **Recommended for Approval:**
  - Date: Jan 26, 2018
- **IT Approval, if required:**
  - Date

#### Reviewed By (Initials Only)
- **Buyer:**
  - Date: 2/18/18
- **Procurement Officer:**
  - Date: 2-8-18
- **Chief Financial Officer**
  - Date: 2-13-18
  - Chairman's Office (Decision Memos Over $25,000)
  - Date: 2-13-18
# Decision Memo

**Procurement Services Division**

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Community Services</th>
<th>Department Contact: Gina Strafford-Ahmed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
<td>Contact Phone: 6444</td>
</tr>
<tr>
<td>Vendor Name: DuPage County Health Department (DCHD)</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

## Action Requested
Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program for dental care for DuPage County's low income population. Total amount of 12 month grant is $77,000 an increase of $15,000.

## Summary Explanation/Background
Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to provide dental care for low income residents that do not have dental insurance. Dental care provided will be: cleanings, dentures, fillings, root canals and other dental services. CSBG has funded this program for approximately 20 years.

## Strategic Impact
Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency. Program will address each of these areas with a focus on economic self-sufficiency.

## Source Selection/Vetting Information
Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents.

## Recommendations/Alternatives
Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Issue a sub-grantee agreement with DCHD so they can provide dental care to low income residents.
2. Do not fund the program and leave DuPage County residents without dental care that could not afford it otherwise.

## Fiscal Impact/Cost Summary
Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

| CSBG 5000-1650 FY 2017 | $77,000 |
| CSBG 5000-1650 FY 2017 | $62,000 |

Projected to fund this program for the next 5 years
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND DUPAGE COUNTY HEALTH DEPARTMENT FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this 1st day of January, 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and DUPAGE COUNTY HEALTH DEPARTMENT ("SUBGRANTEE"), a local government public health agency, with offices at 111 N. County Farm Road, Wheaton, Illinois, 60187.

SECTION I

STATEMENT OF PURPOSE

The COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has approved the proposal of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

In consideration of receiving CSBG funds from the COUNTY, the SUBGRANTEE shall perform the following activities for the benefit of the COUNTY in a timely fashion:

1. Screen and assess county residents for eligibility to receive specified DPMAP-covered services.
2. Document and retain client records to indicate all eligibility criteria has been met.
3. Directly provide oral health care services for qualifying DuPage County residents at an average of $200 per client.
4. Provide COUNTY with client applications/CFP's within 30 days of application.
5. Coordinate care and cost reimbursement with external community oral health providers for clients needing additional, more complex oral health services.
6. Provide care coordination services with community partner providers for residents requiring more complex oral health care services at an average rate of $500.00 per client.
7. Comply with all assurances as further detailed in Exhibit "A" attached hereto and incorporated as part of the 2018 Community Service Block Grant Agreement.

SECTION III

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, compensation of $77,000. Invoicing will be made monthly, based upon number of clients served, and must include supporting client documentation for expenses billed.
SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this Grant. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fall significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Grant are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein by December 31, 2018. Final billing must be received by January 31, 2019.

SECTION VI

CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2018- December 31, 2018.)
B. **Equal Opportunity:** The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable, to file certifications showing equal employment opportunity compliance including Equal Opportunity Certification (See Exhibit "B").

C. **Non-Discrimination:** The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

D. **Appearance of Impropriety:** SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. **Political Activities Restricted:** SUBGRANTEE agrees that neither the program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. **Retention of Records:** The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred. Upon fifteen (15) days notice from the COUNTY, all billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain client files and supporting documentation for five (5) years after the final audit of the grant is completed.

G. **Audit and Inspection of Records:** The SUBGRANTEE shall as often as deemed necessary by the Department of Commerce and Economic Opportunity or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the Department or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers, and records of any such contractor involving transactions related to the Grant for five (5) years from the final payment under the Grant. The term "contract:" as used in this clause excludes purchase orders not exceeding $2,500.00.

Subcontractors whose contract amount equals or exceeds $25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-
133 ("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:
   CFDA # 93.569
   CFDA Title Community Services Block Grant
   Award # G-13B1ILCOSR
   Federal Awarding Agency Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by DCEO for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of claims.

The SUBGRANTEE shall provide all disbursement of grant funds monthly. Said reports shall include the SUBGRANTEE'S certification that work under third party contracts was performed in a satisfactory manner and in conformance with said third party contracts.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timely to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within three (3) working days of receipt.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX
REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY a monthly progress report and or billing no later than the fifth (5th) day of the following month. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report and or annual report within thirty (30) days of the end of the SUBGRANTEE’s fiscal year.

SECTION X

AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII

INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE’s negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII

TERMINATION

The COUNTY may terminate this AGREEMENT at anytime hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the
COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A "material breach" of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the stated purposes of this AGREEMENT as set forth in Section II, and further outlined in Exhibit "A;" failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV
ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the written approval of the COUNTY having been first obtained.

SECTION XV
UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI
SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII
APPLICABLE LAW & VENUE

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII
RELATIONSHIP OF THE PARTIES
Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX

NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: DuPage County Health Department
111 N. County Farm Road
Wheaton, IL 60187
Attention: Adam Forker and Beth Enke

TO: DuPage County Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed
Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

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Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: DuPage County Health Department
111 N. County Farm Road
Wheaton, IL 60187
Attention: Adam Forker and Beth Enke

TO: DuPage County Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed
SECTION XX
HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT.

IN WITNESS, WHEREOF, the parties have executed this AGREEMENT on the dates hereafter indicated to be effective on the date first written above:

COUNTY OF DUPAGE
("COUNTY")

BY: ___________________________ DATE: ____________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: ___________________________ DATE: ____________
PAUL HINDS, COUNTY CLERK

DUPAGE COUNTY HEALTH DEPARTMENT ("SUBGRANTEE")

BY: ___________________________ DATE: ____________
Signature on File

TITLE: EXECUTIVE DIRECTOR

ATTEST: ___________________________ DATE: ____________
Signature on File
EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, et. seq.), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (775 ILCS 5/1-101 et. seq.).
EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DUPAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
Exhibit C

See Attached
INTER-GOVERNMENTAL 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 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. 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 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, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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 $1,039,715.00 of which $1,039,715.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

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1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is G-18B11LC0SR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. **Term.** This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, 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**

By: __________________________
Signature of Sean McCarthy, Director

By: __________________________
Signature of Designee

Date: __________________________

Printed Name: __________________________

Printed Title: __________________________

**DUPAGE COUNTY**

Signature of Authorized Representative

Date: 1/1/18

Printed Name: Mary Keating

Printed Title: Director

Email: Mary.Keating@dupageco.org

By: __________________________
Signature of First Other Approver, if Applicable

Date: __________________________

Printed Name: __________________________

Printed Title: __________________________

By: __________________________
Signature of Second Other Approver, if Applicable

Date: __________________________

Printed Name: __________________________

Printed Title: __________________________

Second Other Approver

**State of Illinois**

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017

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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

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

   (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 an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and 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 Revenue 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 $25,000. 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, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, 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 following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Close-out Report" means a report from the Grantee allowing the Granter 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 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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, Granter 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 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(i).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph Error! Reference source not found.. Reference source not found.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
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 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. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee 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 in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 7 of 46
Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. 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.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

**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 Award is incorporated herein as an attachment. 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. See 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 as an attachment.
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. 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. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **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 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix 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 institutions of higher education.

(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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(B)).

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

7.6. 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. See 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 7.5).

(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. See 2 CFR 200.430(1)(b). 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.

(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.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **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).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program 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 contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 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) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating in 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).

(f) **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.).

(g) **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).
(h) **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.

(i) **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.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order 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.).

(k) **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 (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **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.

(m) **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.

(n) **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.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent 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 (30 ILCS 500/50-10.5).

(p) **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).

(q) **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.
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.

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).

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

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. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (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 Part 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-awardees are also subject to certification and disclosure. Pursuant to Appendix I(l) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantee.

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 200.333, unless a different retention period is specified in 2 CFR 200.333. 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 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantee representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantee representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 14 of 46
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the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. 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 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be 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 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(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 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

13.4. 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.

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 or PART THREE. Unless otherwise 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. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. 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, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; 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.

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 set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. **Audit Requirements.**

(a) **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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 audit period.

(b) **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 more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).**

(ii) **If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).**

(iii) **Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.**

15.3. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. **Report Timing.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

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 State of Illinois

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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 200.339(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) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; 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 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 200.207. 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 200.338. 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.

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 200.341.

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 termination.
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 200.342.

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 200.339(c).

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.

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.

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, SAM registration status, Related Parties, or address. See 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. 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

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 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 governance structure. 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


21.2. 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 (30 ILCS 500/50-13). 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. 2 CFR 200.64.

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. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of equipment.
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by
Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of
sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell,
transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real
property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds
must comply with the requirements of 2 CFR 200.311.

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.

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 Grantor funds are used
in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written
materials, Grantee 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. Purchase and 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

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, Granter 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. Liability. 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 agree that the Illinois Court of Claims has personal jurisdiction over Grantee and hereby irrevocably waives any claim that said Court lacks personal jurisdiction over Grantee.

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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 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.

26.12. **Precedence.** 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **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.

26.14. **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.

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

26.16. **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant 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 Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XI. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department's Annual Consolidated Plan, and any other regulations and policies promulgated by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by federal or state law, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 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.

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
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 said change of address and a formal modification will be executed.

GRANTOR CONTACT

Name: Jennifer Barnes  
Title: Grant Manager 
Address: 500 E Monroe St  
Springfield, IL 62701
Phone: 217-558-0480  
TTY#: (800) 785-6055  
Fax#: N/A  
Email Address: Jennifer.Barnes@illinois.gov

GRANTEE CONTACT

Name: Mary Keating  
Title: Director  
Address: 421 North County Farm Road  
3rd Floor  
Wheaton, IL 60187-3978
Phone: 630-407-6420  
TTY#: N/A  
Fax#: 630-407-6501  
Email Address: Mary.Keating@dupageco.org

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:  

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: [Signature on File]
Authorized Signatory Approval: [Signature on File]

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6416

Authorized Designee Signature: [Signature on File]
Authorized Signatory Approval: [Signature on File]

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature: [Signature on File]
Authorized Designee Signature: [Signature on File]
Authorized Signatory Approval: [Signature on File]
<table>
<thead>
<tr>
<th>Authorized Designee:</th>
<th>Jennifer Pitsenbarger</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Designee Title:</td>
<td>Division I Assistant</td>
</tr>
<tr>
<td>Authorized Designee Phone:</td>
<td>(630) 407-6421</td>
</tr>
</tbody>
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<tr>
<th>Authorized Designee Signature:</th>
<th>Signature on File</th>
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<tr>
<td>Authorized Signatory Approval:</td>
<td>Signature on File</td>
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Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch
Email: externalauditunit@illinois.gov
Phone: (312) 814-4057
Fax: (312) 793-0338
Address: 100 West Randolph
Suite 3-400
Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson
Email: Lisa.Hodson@illinois.gov
Phone: 217-785-6417
Fax#: N/A
Address: 500 E Monroe St
Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C, Exhibit G Continued Special 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 Department 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).

28.2. Audit Submission. The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, Illinois 62701

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.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. 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. Any additional interest earned on Grant Funds above $500 per year must be returned to the Granter pursuant to paragraphs 4.2 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. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter as provided in Article XIII herein. If applicable, the Granter 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 30.2 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 6.3 herein, which would not ordinarily require approval from Granter, 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 Granter 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 Granter:

(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;

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(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 contracting with any Federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to 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 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;

(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; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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 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. Adm. Code Part 260S) 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 200.338 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.

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 Grant. 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, Grant number, modification 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 C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, 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 Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

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 Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

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.

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.

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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 Historic Preservation Agency. 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 Historic Preservation Agency. 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 violence, or who has a family or household member who is a victim of domestic 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 manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **Minorities, Females, 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, Females, 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 Grant 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.

State of Illinois
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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 Granter of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Granter 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 Granter or her or his authorized designee.

38.3 Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph 5.3 herein, once Grantee completes a specific condition, Granter shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

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 Granter 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 Granter 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 Granter. 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.
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 13.3(a) 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 grant.

April 2018
- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018
- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018
- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019
- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019
- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
• End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

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 to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Sub-recipient(s)

The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation

In addition to the payment methods described in Article IV, 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. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs

Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications
Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

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 in this part are measurably changed.

Unilateral Modifications

The parties agree that Grantor may 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 grant during the program year covered by the term of this Agreement.

Travel Costs

Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation 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 Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

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 non-Federal entity. 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 non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

Procurement

Grantee shall follow the procurement standards as established in 45 CFR §75.326 - §75.335.

Non-Expendable Personal Property

Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-.323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department’s written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable 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 the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant Funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles, as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department 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. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability (“ROMA”) system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

Publication, Reproduction and Use of Material
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department 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.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
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.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors 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.

Political Activity
Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

<table>
<thead>
<tr>
<th>Persons</th>
<th>CSBG Goal #:</th>
<th>Outcome Target:</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>01</td>
<td>17</td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**

- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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<tbody>
<tr>
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<td>$500.00</td>
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</table>

### 01.021 Career Counselling (1)

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

<table>
<thead>
<tr>
<th>Persons</th>
<th>CSBG Goal #:</th>
<th>Outcome Target:</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>01</td>
<td>15</td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**

- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$0.00</td>
<td>$500.00</td>
<td>$75,000.00</td>
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</table>

### 01.032 Job Search (1)

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED’s, job skills, transportation, employment and stable housing.

<table>
<thead>
<tr>
<th>Persons</th>
<th>CSBG Goal #:</th>
<th>Outcome Target:</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>01</td>
<td>38</td>
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</table>

**Outcome Measure(s):**

- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
05.03 Individuals who demonstrated improved mental and behaviora

<table>
<thead>
<tr>
<th>Program Support</th>
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</table>

Education and Cognitive Development

02.061 Educational Financial Aid Assistance (1)
DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

**Persons:** 6
**Outcome Target:** 6

<table>
<thead>
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<th>CSBG Goal #: 01</th>
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</table>

**Outcome Measure(s):**
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
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Income, Infrastructure, and Asset Building

03.011 Training and Counseling Services (1)
The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

**Persons:** 60
**Outcome Target:** 65

<table>
<thead>
<tr>
<th>CSBG Goal #: 01</th>
</tr>
</thead>
</table>

**Outcome Measure(s):**
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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<th>Special</th>
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</table>

Housing

04.011 Housing Payment Assistance (1)
DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

**Persons:** 15
**Outcome Target:** 20

<table>
<thead>
<tr>
<th>CSBG Goal #: 01</th>
</tr>
</thead>
</table>

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.
**Outcome Measure(s):**
- 04.02 A Households who maintained safe and affordable housing for 90 days
- 04.05 Households who avoided eviction
- 04.06 Households who avoided foreclosure

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
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<td>$0.00</td>
<td>$131,422.00</td>
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</table>

**04.041 Housing Placement/Rapid Re-Housing (1)**

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

- **Persons:** 80
- **Outcome Target:** 80

**CSBG Goal #: 01**

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
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</thead>
<tbody>
<tr>
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<td>$0.00</td>
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<td>$0.00</td>
<td>$53,000.00</td>
</tr>
</tbody>
</table>

**04.042 Housing Placement/Rapid Re-Housing (2)**

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

- **Persons:** 9
- **Outcome Target:** 9

**CSBG Goal #: 01**

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
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</thead>
<tbody>
<tr>
<td>$20,000.00</td>
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<td>$21,500.00</td>
</tr>
</tbody>
</table>

**Health and Social/Behavioral Development (Includes nutrition)**

**05.061 Dental Services, Screenings and Exams (1)**

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

- **Persons:** 300
- **Outcome Target:** 301

**CSBG Goal #: 01**

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

<table>
<thead>
<tr>
<th>Program Support</th>
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</thead>
<tbody>
<tr>
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<td>$500.00</td>
<td>$5,050.00</td>
<td>$0.00</td>
<td>$67,550.00</td>
</tr>
</tbody>
</table>
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

Persons: 2680 Outcome Target: 2680

CSBG Goal #: 01

Outcome Measure(s):
05.02 Individuals who demonstrated improved physical health and well-being
05.04 Individuals who improved skills related to the adult role of parents/caregivers

Program Support $34,000.00 Client Assistance $0.00 Administration $2,000.00 Special $0.00 Total $36,000.00

Services: Supporting Multiple Domains

07.011 Case Management (1)

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

Persons: 70 Outcome Target: 120

CSBG Goal #: 01

Outcome Measure(s):
01.02 Unemployed adults who obtained employment (up to a living wage)
01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits
02.05 Parents/caregivers who improved their home environments
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action A

Program Support $75,000.00 Client Assistance $12,500.00 Administration $3,500.00 Special $0.00 Total $91,000.00

07.031 Referrals (1)

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

Persons: 4800 Outcome Target: 4800

CSBG Goal #: 01

Outcome Measure(s):
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

Program Support $261,588.00 Client Assistance $0.00 Administration $1,750.00 Special $0.00 Total $263,338.00

07.101 Legal Assistance (1)
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25  
**Outcome Target:** 25  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.  

**Outcome Measure(s):**  
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
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<td>$500.00</td>
<td>$0.00</td>
<td>$20,500.00</td>
</tr>
</tbody>
</table>

---  

07.111 Emergency Clothing Assistance (1)

DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

**Persons:** 400  
**Outcome Target:** 400  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.  

**Outcome Measure(s):**  
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

<table>
<thead>
<tr>
<th>Program Support</th>
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---  

07.121 Mediation/Customer Advocacy Interventions (1)

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120  
**Outcome Target:** 120  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.  

**Outcome Measure(s):**  
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
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---  

Agency Capacity Building

**Total Persons:** 3  
**Total Outcome:** 3

---  

09.01.1 Agency Capacity Building Activities (1)

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3  
**Outcome Target:** 3  
**CSBG Goal #:** 00  
**CSBG Goal:** CSBG Eligible Entity Capacity Building
**Outcome Measure(s):**
00.02 Hours of Agency Staff in capacity building activities

<table>
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**Grant 18-231028 Work Program Totals**

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**State of Illinois**

**UNIFORM GRANT BUDGET TEMPLATE**

**Agency:** Illinois Department of Commerce and Economic Opportunity  
**Grantee:** DuPage County  
**NOFO Number:**  
**CSFA Number:**  
**Grant Number:** 18-231028  
**DUNS Number:** 135836026  
**State FY:** 2018

### Section A: State of Illinois Funds

**Revenues**

State of Illinois Grant Amount Requested $1,039,715.00

**Budget Expenditure Categories**

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<thead>
<tr>
<th>Category</th>
<th>Summary</th>
<th>Detail</th>
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<tr>
<td>1. Personnel (200.430)</td>
<td>$402,547.00</td>
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<td>0101 PERSONNEL (SALARIES &amp; WAGES)</td>
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<tr>
<td>2. Fringe Benefits (200.431)</td>
<td>$146,773.00</td>
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<td>0102 FRINGE BENEFITS</td>
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<td>3. Travel (200.474)</td>
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<td>0103 TRAVEL</td>
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<td>4. Equipment (200.439)</td>
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<td>5. Supplies (200.94)</td>
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<td>0106 SUPPLIES</td>
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<td>6. Contractual/Subawards (200.318 and .92)</td>
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<td>7. Consultant (200.459)</td>
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<td>10. Research and Development (200.87)</td>
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<td>11. Telecommunications</td>
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<td>13. Direct Administrative Costs (200.413)</td>
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<td>0313 DIRECT ADMINISTRATIVE COSTS</td>
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<td>14. Miscellaneous Costs</td>
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<td>0114 MISCELLANEOUS COSTS</td>
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<td>15. Grant Exclusive Line Item(s)</td>
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<td>0201 CLIENT ASSIST. - BENEFITS</td>
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<td>0402 SPECIAL - T&amp;TA</td>
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<td>0403 SPECIAL - ECON DEV/JOB TRAIN</td>
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<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
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<td>$1,039,715.00</td>
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<tr>
<td>17. Total Indirect Costs (200.414)</td>
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</tr>
<tr>
<td>Rate: N/A</td>
<td>%</td>
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<tr>
<td>Base: N/A</td>
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<tr>
<td>18. Total Costs State Grant Funds (Lines 16 and 17)</td>
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<td>$1,039,715.00</td>
</tr>
</tbody>
</table>
Grantee: DuPage County
NOFO Number: 0
Grant Number: 18-231028

SECTION A - Continued - Indirect Cost Rate Information

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

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

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) [ ] Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

2a) [ ] Our Organizations currently has a 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.

Rate: %

5) [ ] No reimbursement of Indirect Cost is being requested.

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

Institution/Organization: DuPage County
Signature: 
Printed Name: MARY A. KEATING
Title: Director
Phone: (630) 407-6457
Date: 1/17/18

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.
Final Budget Amount Approved

Program Approval Signature Date

Signature on File 1/2/18

Fiscal & Administrative Approval Signature Date

Signature on File 1/2/18

Budget Revision Approved

Program Approval Signature Date

Fiscal & Administrative Approval Signature Date

$200,308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
### Illinois Grant Accountability and Transparency
#### Programmatic Risk Assessment Questionnaire
### DuPage County Department of Community Services
#### Special Conditions

<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for:</td>
<td></td>
</tr>
<tr>
<td>Clarification/Resolution:</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Conditions:</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>How to Resolve:</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
<tr>
<td>Timeframe:</td>
<td></td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

Company Name: DuPage County Health Department
Contact Phone: 630-221-7419

Company Contact: Adam Forker
Contact Email: Adam.Forker@dupagehealth.org

Date: Jan 10, 2018
Bld/Contract/PO #: 

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**

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, inn-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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**

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

[http://www.dupageco.org/CountyBoard/Policies/](http://www.dupageco.org/CountyBoard/Policies/)

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

Authorized Signature

Printed Name: Karen J. Ayala
Title: Executive Director
Date: Jan 10, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION ISSUED TO
H.O.M.E. DUPAGE, INC. TO PROVIDE
FINANCIAL COUNSELING AND WORKSHOPS
TO LOW INCOME RESIDENTS IN DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $43,885.00)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy:

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee contract to H.O.M.E. DuPage, Inc., to provide financial counseling and workshops to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

Now, THEREFORE BE IT RESOLVED that County sub-grantee contract covering said, to provide financial counseling and workshops to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee contract by the Procurement Division to H.O.M.E. DuPage, Inc., 1600 E. Roosevelt Road, Wheaton, IL 60187, for a total amount of $43,885.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Sam Tornatore
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<td>February 5, 2018</td>
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<td>1/1/2018 - 12/31/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

- **Mary Keating**  Completed  02/05/2018 1:14 PM
- **Karen Graczyk**  Completed  02/06/2018 9:49 AM
- **Kathy Ostrowski**  Completed  02/07/2018 11:35 AM
- **James McGuire**  Completed  02/08/2018 1:20 PM
- **Paul Rafac**  Completed  02/13/2018 7:47 AM
- **Tom Cuculich**  Completed  02/13/2018 2:44 PM
- **Kathy Ostrowski**  Completed  02/14/2018 1:56 PM
- **Health & Human Services**  Completed  02/20/2018 10:15 AM
- **Finance Committee**  Completed  02/27/2018 8:00 AM
- **County Board**  Completed  02/27/2018 10:00 AM
**Purchase Requisition**

**Procurement Services Division**

---

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: H.O.M.E. DuPage, Inc.</th>
<th>Vendor #:</th>
<th>Dept: Community Services</th>
<th>Send Invoices To:</th>
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</thead>
<tbody>
<tr>
<td>Attn: Anne O’Dell</td>
<td>Email:</td>
<td>Attn: Gina Strafford-Ahmed</td>
<td>Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 1600 E. Roosevelt Road</td>
<td></td>
<td>Address: 421 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td>City: Wheaton</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-260-2500</td>
<td>Fax:</td>
<td>Phone: 630-407-6444</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: H.O.M.E. DuPage, Inc.</th>
<th>Vendor #:</th>
<th>Dept: Community Services</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Anne O’Dell</td>
<td>Email:</td>
<td>Attn: Gina Strafford-Ahmed</td>
<td>Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 1600 E. Roosevelt Road</td>
<td></td>
<td>Address: 421 N. County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td>City: Wheaton</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-260-2500</td>
<td>Fax:</td>
<td>Phone: 630-407-6444</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Payment Terms

<table>
<thead>
<tr>
<th>PER 50 ILCS 505/1</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use for PO25 only</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Use for Contract Administrator

<table>
<thead>
<tr>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for PO25 only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 1, 2018</td>
<td>Dec 31, 2018</td>
<td></td>
</tr>
</tbody>
</table>

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### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sub-grantee agreement purchase order to provide financial literacy counseling, budget counseling, credit counseling and financial literacy workshops to low income residents of DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>18-231028 53090</td>
<td>43,885.00</td>
<td>43,885.00</td>
<td></td>
</tr>
</tbody>
</table>

---

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

---

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

---

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

---
Procurement Review Checklist

Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: H.O.M.E. DuPage
Vendor #: 2656
Contract Term: 1/1/18-12/31/18
Contract Total: $43,885.00

Dept: Community Services
Contact: Gina Strafford-Ahmed
Phone: 6444
Assigned Committee: HHS

FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
☐ Budget Transfer (Date) ____________________________ Add'l Information

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ____________________________ ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
☐ PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

FINANCE DECISION MEMO REQUIRED

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS52S)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ____________________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By: ____________________________ Date: Jan 26, 2018
Recommended for Approval: ____________________________ Date: Jan 26, 2018
IT Approval, if required: ____________________________ Date: ____________________________

REVIEWED BY (Initials Only)

Buyer: ____________________________ Date: 2/18/18
Procurement Officer: ____________________________ Date: 2-8-18
Chief Financial Officer (Decision Memos Over $25,000): ____________________________ Date: 2-13-18
Chairman's Office (Decision Memos Over $25,000): ____________________________ Date: 2-13-18

Attachment: H.O.M.E. - Checklist (HHS-P-0056-18 : H.O.M.E. DuPage, Inc.)
Packet Pg. 103

Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

Requesting Department: Community Services
Contact Email: gina.strafford@dupageco.org
Vendor Name: H.O.M.E. DuPage

Department Contact: Gina Strafford-Ahmed
Contact Phone: 6444
Vendor #:

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program for a financial literacy program funding to assist low income residents of DuPage County to become self-sufficient. Total amount of grant is $43,885 this is an increase of $4,000 for direct client assistance.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support financial and budget counseling for low income residents of the county. H.O.M.E. DuPage will provide financial literacy classes, budgeting and credit counseling. The main focus of CSBG funding is to help low income residents attain self-sufficiency. Financial literacy and counseling are a measurable way to assure low income residents attain this goal. Supporting this program assists DuPage County in maintaining compliance with ROMA and CSBG Standards. They have provided this program for the past 4 years.

Strategic Impact

Quality of Life
Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency. Program will address each of these areas with a focus on economic self-sufficiency.

Source Selection/Vetting Information - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County’s CSBG program and will maintain all records and financial documents. H.O.M.E. DuPage is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Issue grant to H.O.M.E. DuPage for $43,885. This will allow low income residents to attain financial skill to attain self-sufficiency.

2) Do not fund the program and run the risk that individuals and families will not have access to training and skill development to become self-sufficient thus remaining reliant on government assistance programs.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

1/1/18-12/31/18 $43,885
7/1/17-12/31/17 $19,942.50 (Partial year funding due to State Grant change in fiscal year)
7/1/16-6/30/17 $44,885
7/1/15-6/30/16 $44,885

Projected to fund this program for the next 5 years
H.O.M.E. DuPage, Inc.
Financial Literacy Training Proposal
Submitted January 2018

Geographic Coverage
H.O.M.E. DuPage serves all of DuPage County. Our offices are located in Wheaton.

Capacity and Experience
H.O.M.E. DuPage, Inc. is a HUD-certified housing counseling agency that has been providing financial literacy and credit repair education and counseling to help renters remain stably housed and to prepare first-time home buyers for homeownership since 1991. In addition, H.O.M.E DuPage, Inc. provides Financial Fitness workshops and counseling for DuPage County Family Self-Sufficiency Program clients and clients of ten DuPage County non-profit agencies, including People’s Resource Center, Bridge Communities, Catholic Charities, and Serenity House. We employ four housing counselors who are trained and experienced in housing and financial literacy education and counseling:

<table>
<thead>
<tr>
<th>Counselor</th>
<th>Title</th>
<th>Relevant Certifications/Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jo Albert</td>
<td>Senior Housing Counselor, H.O.M.E. – 17 years</td>
<td>HUD HECM Counselor Certification; Pre-Purchase Homeownership Education Certification; Homeownership Counseling Certification; Foreclosure Intervention &amp; Default Counseling Certification; Certified Housing Counselor, American Homeowners Education and Counseling Institute; Certified Financial Literacy Educator, Financial Links for Low-Income Persons (FLLIP) Program</td>
</tr>
<tr>
<td>Dave Johnsen</td>
<td>Financial Fitness Program Counselor, H.O.M.E. – 2 months</td>
<td>Financial Capability/Coaching</td>
</tr>
<tr>
<td>Maria Luengas</td>
<td>Housing Counselor, H.O.M.E. – 3 years</td>
<td>Homeownership Counseling Certification, Pre-purchase Homeownership Education Certification, Foreclosure Prevention Counseling Certification</td>
</tr>
<tr>
<td>Dianne Prince</td>
<td>Housing Counselor, H.O.M.E. – 7 months</td>
<td>Homeownership Counseling Certifications, Certified Housing Counselor, Loss Mitigation Counseling</td>
</tr>
</tbody>
</table>

Program Description
H.O.M.E. DuPage, Inc’s Financial Fitness program strives to empower individuals and families throughout DuPage County to take control of their financial resources, propelling them towards goals of self-sufficiency, stability, and achievement of personal life goals. Financial Fitness includes six workshops and one-on-one counseling or coaching, tailored to the needs of DuPage County low-income families. The education and
counseling provided are critical to successful financial management and stable living over the long term, whether clients are homeowners or renters.

H.O.M.E. DuPage, Inc. will provide Financial Fitness Workshops and counseling; case managers from participating agencies will identify clients at 125% or more of poverty level who need income management and/or credit repair skills and will refer them to H.O.M.E. DuPage. Clients may enter the program either through education or counseling. H.O.M.E. DuPage, Inc. will provide the following services:

**Financial Fitness (Financial Literacy) Workshops**

Group workshops (offered in 6 separate 90-120 minute modules) are held multiple times each month at H.O.M.E. DuPage, Inc. the DuPage County Complex, and other external locations in DuPage County. Modules cover: understanding banking and bank products; developing and sticking to a budget; digging out of debt; using credit wisely and how to repair damaged credit; building savings; avoiding scams and financial pitfalls; tips to be a wise consumer; and more. Small group hands-on activities practice real-life scenarios relevant to their situations, and help to keep clients engaged in learning. Pre- and post-tests are given at each workshop to ensure principles are fully grasped, and to indicate areas that need more work in counseling sessions.

Workshops are offered multiple times throughout the month. All clients entering H.O.M.E. DuPage, Inc's Financial Fitness Program through individual counseling are encouraged to attend workshops as well.

**Financial Coaching/Counseling (Individual Income Management and Credit Repair)**

Individualized, one-on-one Financial Coaching provides a dedicated counselor/partner to help clients review their finances and credit, determine goals, develop a budget and personalized Action Plan, and eventually achieve their goals. During coaching sessions, counselors reinforce workshop lessons, coach through challenges, monitor progress, assist with addressing credit/debt issues, and help build lasting positive habits.

All clients attending one or more workshops are encouraged to attend individual Financial Coaching/Counseling at H.O.M.E. DuPage, Inc's office.

Clients meet with a H.O.M.E. DuPage Inc's housing counselor to obtain a copy of their credit report, discuss the information provided and obtain guidance on addressing problem areas and improving credit scores. Clients who are at a relatively high level of self-sufficiency may find that they have enough information from the workshops and the individual counseling session to move forward on their own to repair their credit. A follow-up counseling session will be scheduled to confirm success with credit repair and income management.

A focus of the Financial Fitness Program is to educate clients regarding banking services and to assist clients in developing a banking relationship to better manage their finances. A total of 10 clients, whose goal is to be "banked," or to increase savings in an existing savings account, are provided matching funds. This helps the client to develop the habit of saving and to grow existing savings. Clients are provided $100.00 in matching funds for every $100.00 that a client saves, up to a total of $500.00. The client must agree to leave the savings untouched for 90 days.

H.O.M.E. DuPage partners with Loaves & Fishes Cares Agency for their Car Program. H.O.M.E. DuPage provides Financial Fitness Program services with regularly scheduled Workshops and one-on-one financial coaching for all Car Clients. Upon completion of attending two workshops and three one-on-one financial coaching sessions, 20 car recipient clients will be provided a $50.00 gas card and $50.00 towards their car insurance payment.

For clients that the H.O.M.E. DuPage Inc's housing counselor and/or partner agency case managers identify as having multiple, relatively complex issues contributing to housing risk and income management issues, H.O.M.E. DuPage Inc will provide continued income management and credit repair counseling services. The clients will
continue to meet with a H.O.M.E. DuPage Inc's housing counselor for a baseline assessment of their financial situation and development of a Financial Management Action Plan. Specific services will include:

- Pulling the client's credit report and reviewing it with the client
- Reviewing the client's bank statements for the past three months (if the client has a mainstream banking relationship)
- Reviewing other client documentation, such as pay stubs, public benefits being received, utility bills, other financial obligations and debts, etc, and discussing the client’s goals and money management practices.
- Developing a customized Financial Management Action Plan identifying specific goals the client will work toward, such as
  - Formulating a budget and maintaining it for a specific time frame
  - Improving credit scores
  - Developing a savings plan
  - Addressing collections or judgments
  - Accessing mainstream banking services and eliminating use of payday loans
  - Improving cash flow management to eliminate bank NSF fees

The housing counselor and the client will determine a mutually agreed follow-up schedule to monitor the client’s progress and provide guidance and encouragement toward achieving the specified goals.

The housing counselor will obtain the client’s permission to share the Action Plan with the case manager from the referring agency so that the Action Plan is integrated into the client’s overall case management plan. The housing counselor also will keep the referring agency case manager apprised of client progress in meeting goals as they complete scheduled check-ins.

**Direct Client Assistance**

H.O.M.E. DuPage Inc will provide clients who meet income eligibility criteria with direct client assistance for costs related to housing stability in the form of $25 grocery and gas cards to reputable, DuPage County grocery stores and gas stations. The assistance will be provided only for clients who attend one-on-one counseling. Clients who attend successive counseling sessions will be eligible to receive a grocery or gas card as long as that client remains within the income eligibility criteria and is demonstrating evidence of working toward stated goals.

**Services, Activities, Outputs**

We plan to provide the following outputs:

- 50 Financial Literacy Workshops at DHOC, the DuPage County Complex, and/or DuPage Partner Agency locations.
- Income Management and Credit Repair Counseling for 60 clients
- Financial Coaching for the development of a Spending Plan and maintaining a budget for at minimum 90 Days for 10 clients
- Money Management coaching for clients who have increased their savings for 5 clients
- Money Management coaching for clients who have developed a banking relationship and opened a savings account or IDA for 5 clients

Of course, our actual volume is dependent on the number of referrals we receive from outside agencies.

**Outcomes**

The desired outcome is that clients improve their credit profiles and develop sustainable financial management skills in order to remain housed and achieve self-sufficiency. A poor credit record and unsustainable income
management can impede a client’s ability to achieve self-sufficiency in multiple ways: lenders, employers, landlords and insurance companies all use credit scores as evaluation tools, failure to stick with a budget often leads to overdrafts (and fees), reliance on payday loans, and loss of housing/utilities.

H.O.M.E. DuPage Inc. and the agency case managers will use the following measures as indicators that clients are improving their financial management and credit profiles:

1. Maintaining a budget for 90 days
2. Paying housing costs on time
3. Avoiding NSF/overdraft fees
4. Not using payday loans/connecting with mainstream banking services
5. Improving credit scores or housing credit evaluation

Overall, we anticipate that at least 60% of the clients receiving credit repair services will meet one or more of the outcome measures listed.

**Coordination with Other Agencies**

H.O.M.E. DuPage Inc. will receive referrals of clients already enrolled in services at agencies in DuPage County as well as the general public. H.O.M.E. DuPage Inc. and the referring agency will receive the client’s written permission to share information so that the housing counselor and the referring agency case manager can communicate to coordinate services as part of the client’s Recovery Plan.

**Staffing and Provision of Services**

<table>
<thead>
<tr>
<th>Service</th>
<th>Staff</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Fitness Program Management</td>
<td>Financial Fitness Program</td>
<td>250 hours</td>
</tr>
<tr>
<td>Working with agency partners to develop/monitor/modify necessary</td>
<td>Program Manager/Housing</td>
<td></td>
</tr>
<tr>
<td>documentation and processes, monitor/modify program content as needed,</td>
<td>Counselor</td>
<td></td>
</tr>
<tr>
<td>communicate on client progress</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Fitness Workshops</td>
<td>Housing Counselor</td>
<td>64 sessions</td>
</tr>
<tr>
<td>(Each workshop at 2.5 hours, including workshop delivery, related prep</td>
<td></td>
<td>160 total hours</td>
</tr>
<tr>
<td>and travel)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual Counseling</td>
<td>Housing Counselor</td>
<td>25 clients</td>
</tr>
<tr>
<td>(average ten hours total per client, including follow-up support and</td>
<td></td>
<td>250 total hours</td>
</tr>
<tr>
<td>communication with client and case manager as needed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support services for counselors, including booking and confirming</td>
<td>Executive Assistant,</td>
<td>6 hours per</td>
</tr>
<tr>
<td>appointments, scheduling classes and preparing handout materials, prep</td>
<td>Finance Manager and Client</td>
<td>month</td>
</tr>
<tr>
<td>and intake of clients, data entry, and financial analysis and</td>
<td>Services Assistant</td>
<td>72 total hours</td>
</tr>
<tr>
<td>reporting.</td>
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</table>

**Financial Literacy Training Program Proposal Budget**

<table>
<thead>
<tr>
<th>Budget Narrative</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Workshop prep and delivery, One-on-one counseling services, follow-up support by</td>
<td>$36,123</td>
</tr>
<tr>
<td>housing counselor, and Program Management and collaboration with area agencies</td>
<td></td>
</tr>
<tr>
<td>Support staff – booking and confirming appointments, preparing materials, data</td>
<td>$3,762</td>
</tr>
<tr>
<td>entry, and handling logistics for workshops</td>
<td></td>
</tr>
<tr>
<td>Direct Client Assistance Funds</td>
<td>$2000</td>
</tr>
<tr>
<td>Administration</td>
<td>$2000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$43,885</td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND H.O.M.E. DUPAGE, INC. FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this 1ST day of JANUARY 2018 by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and H.O.M.E. DuPage, Inc. ("SUBGRANTEE"), a not-for-profit corporation, with offices at 1600 E. Roosevelt Road, Wheaton, Illinois, 60187.

SECTION I

STATEMENT OF PURPOSE

The COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

In consideration of receiving CSBG funds from the COUNTY, the SUBGRANTEE shall perform the following activities for the benefit of the COUNTY in a timely fashion:

1. Provide a financial literacy program to 60 CSBG eligible individuals residing in DuPage County;
2. Screen, assess and enroll clients into financial fitness workshops and or financial counseling;
3. Obtain proof of client’s 90-day income, residency and proof of household members and maintain said information in the client’s file;
4. Provide COUNTY with client intakes within 30 days of assessment;
5. Provide quarterly reporting to COUNTY on client outcomes that are achieved, in progress, dropped out or failed;
6. Assist enrolled clients in maintaining a budget, attaining a credit report and credit score, counseling clients on banking, credit and debt reduction;
7. Provide clients enrolled in the counseling program case management, a work plan and goals for financial literacy;
8. Provide 10 clients enrolled in the program either a gift card for completing the workshops; matching funds for starting a bank account;
9. Provide 20 clients gas gift card and car insurance assistance for clients completing the Financial Fitness Program and the Loaves and Fishes Car assistance program;
10. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

SECTION III

AMOUNT OF THE GRANT
The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $41,885.00 for program support and $2,000.00 for gas gift cards and car insurance assistance. Invoicing should be made quarterly and must include supporting documentation for expenses billed. Final invoice must be submitted by January 31, 2019.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Contract are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this Contract. However, DCEO’s obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Contract is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Contract:

1. Receipts from revenues which provide the funding for this Contract either fail significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Contract are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein by December 31, 2018.

SECTION VI
CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (July 1, 2018- December 31, 2018.)

B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including Equal Opportunity Certification (See Exhibit "B").

C. Non-Discrimination: The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

D. Appearance of Impropriety: SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. Political Activities Restricted: SUBGRANTEE agrees that neither the program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. Retention of Records: The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all time sheets, billings, and other documentation, shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain client files and supporting documentation for five (5) years after the final audit of the grant is completed.

G. Audit and Inspection of Records: The SUBGRANTEE shall as often as deemed necessary by the Department of Commerce and Community Affairs or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the Department or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent
books, documents, papers, and records of any such contractor involving transactions related to the contract for five (5) years from the final payment under the contract. The term "contract:" as used in this clause excludes purchase orders not exceeding $2,500.00.

Subcontractors whose contract amount equals or exceeds $25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-133 ("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Human Resources.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:
   CFDA # 93.569
   CFDA Title Community Services Block Grant
   Award # G-13B11LCOSR
   Federal Awarding Agency Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by DCEO for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE’S submission of claims.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within three (3) working days of receipt.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.
SECTION IX
REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY a monthly progress report and or client intake sheets no later than the fifth (5th) day of the following month the intake was completed. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report, annual report or letter detailing their overall performance within thirty (30) days of the end of the SUBGRANTEE's fiscal year.

SECTION X
AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI
FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII
INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE's negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII
TERMINATION

The COUNTY may terminate this AGREEMENT at anytime hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.
B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A "material breach" of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the stated purposes of this AGREEMENT as set forth in Section II, and further outlined in Exhibit "A;" failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV

ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the written approval of the COUNTY having been first obtained.

SECTION XV

UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI

SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII

APPLICABLE LAW & VENUE
This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX

NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: H.O.M.E. DuPage Inc.
1600 E. Roosevelt Road
Wheaton, IL 60187
Attention: Anne O'Dell, Executive Director

TO: DuPage County Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed
SECTION XX
HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT.

IN WITNESS, WHEREOF, the parties have executed this AGREEMENT on the dates hereafter indicated to be effective on the date first written above:

COUNTY OF DUPAGE
("COUNTY")

BY: ________________________________ DATE: ____________

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: ________________________________ DATE: ____________

PAUL HINDS, COUNTY CLERK

DUPAGE HOMEOWNERSHIP CENTER
("SUBGRANTEE")

Signature on File

BY: ________________________________ DATE: ____________

TITLE: Executive Director

Signature on File

ATTEST: ________________________________ DATE: ____________
EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, et. seq.), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant’s jurisdiction.
   d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (775 ILCS 5/1-101 et. seq.).
EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DUPAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHED
INTER-GOVERNMENTAL 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 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. 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 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, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 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 G-18B11LC0SR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4 Term. This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, 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

By: ____________________________
Signature of Sean McCarthy, Director

By: ____________________________
Signature of Designee

Date: ____________________________

Printed Name: ____________________________
Printed Title: ____________________________

DUPAGE COUNTY

By: ____________________________
Signature of Authorized Representative

Date: ____________________________

Printed Name: Mary Keating
Printed Title: Director
Email: Mary.Keating@dupageco.org

By: ____________________________
Signature of First Other Approver, if Applicable

Date: ____________________________

Printed Name: ____________________________
Printed Title: ____________________________

By: ____________________________
Signature of Second Other Approver, if Applicable

Date: ____________________________

Printed Name: ____________________________
Printed Title: ____________________________
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

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

(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 an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and 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 Revenue 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 $25,000. 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, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, 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 following meanings:


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph Error! Reference source not found.. Reference source not found.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
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. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee 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 in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. Interest.
   (a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.
   (b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.
   (c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 7 of 46
Agreement No 18-231028
Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. 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.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

**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 Award is incorporated herein as an attachment. 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. See 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 as an attachment.
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. 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. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **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 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix 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 institutions of higher education.

(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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(ii)).

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

7.6. **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. See 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 7.5).

      (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. See 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.

   (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.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **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).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program 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 contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 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) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **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).

(f) **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.).

(g) **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).
(h) **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.

(i) **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.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order 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.).

(k) **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 (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **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.

(m) **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.

(n) **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.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent 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 (30 ILCS 500/50-10.5).

(p) **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).

(q) **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.
(r) 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.

(s) 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).

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

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. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (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 Part 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-awardees are also subject to certification and disclosure. Pursuant to Appendix 1(l) 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 200.333, unless a different retention period is specified in 2 CFR 200.333. 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.


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the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. 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 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be 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 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(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 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

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(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

13.4. 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.

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 F must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. 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. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/l et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; 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.

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 set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. **Audit Requirements.**

(a) **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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 audit period.

(b) **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 more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the audit period.

15.3. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.4. **Report Timing.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

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 200.339(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) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; 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 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 200.207. 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 200.338. 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.

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 200.341.

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 State of Illinois

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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 200.342.

15.6. 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 200.339(c).

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.

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.

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, SAM registration status, Related Parties, or address. See 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. 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

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 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 governance structure. 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


21.2. 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 (30 ILCS 500/50-13). 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. 2 CFR 200.64.

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. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **Prohibition against Disposition/Encumbrance.** The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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.

**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 Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee 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. **Purchase and 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

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. **Liability.** 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 State of Illinois

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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.** 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **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.

26.14. **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.

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

26.16. **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant 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 Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XII. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department’s Annual Consolidated Plan, and any other regulations and policies promulgated by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by federal or state law, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B
DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 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.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
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 said change of address and a formal modification will be executed.

GRANTOR CONTACT

Name: Jennifer Barnes
Title: Grant Manager
Address: 500 E Monroe St
         Springfield, IL 62701
Phone: 217-558-0480
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Jennifer.Barnes@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 North County Farm Road
         Wheaton, IL 60187-3978
Phone: 630-407-6420
TTY#: N/A
Fax#: 630-407-6501
Email Address: Mary.Keating@dupageco.org

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: __________________

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services
DCEO Grant Number(s): 18-231028
Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)
Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444
Authorized Designee Signature:

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6416
Authorized Designee Signature:

Authorized Designee: Michelle Tunk & Kim Meiring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165
Authorized Designee Signature:

Authorized Designee Signature:

Authorized Signatory Approval:
Authorized Designee:  
Jennifer Pitsenbarger  
Authorized Designee Title: Division I Assistant  
Authorized Designee Phone: (630) 407-6421.

Authorized Designee Signature: ___  
Authorized Signatory Approval: ___

Signature on File

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch
Email: externalauditunit@illinois.gov
Phone: (312) 814-4057
Fax: (312) 793-0338
Address: 100 West Randolph
           Suite 3-400
           Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson
Email: Lisa.Hodson@illinois.gov
Phone: 217-785-6417
Fax#: N/A
Address: 500 E Monroe St
          Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special 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 Department 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).

28.2. Audit Submission. The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, Illinois 62701

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.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. 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. Any additional interest earned on Grant Funds above $500 per year must be returned to the Granter pursuant to paragraphs 4.2 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. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter as provided in Article XIII herein. If applicable, the Granter 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 30.2 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 6.3 herein, which would not ordinarily require approval from Granter, 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 Granter 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 Granter:

(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 contracting with any Federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to 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 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;

(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; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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 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 260S) 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 200.338 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.

**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 Grant. 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, Grant number, modification 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 State of Illinois

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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 Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, 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 Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

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 Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

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.

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 Historic Preservation Agency. 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 Historic Preservation Agency. 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 violence, or who has a family or household member who is a victim of domestic 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 manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **Minorities, Females, 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, Females, 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 Grant 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.
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.

38.3 Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph 5.3 herein, once Grantee completes a specific condition, Grantor shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

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.

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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.
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 13.3(a) 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 grant.

**April 2018**
- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

**July 2018**
- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

**October 2018**
- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

**January 2019**
- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

**March 2019**
- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
• End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

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 to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1.

Sub-recipient(s)
The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation
In addition to the payment methods described in Article IV, 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. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications
Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

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 in this part are measurably changed.

**Unilateral Modifications**

The parties agree that Grantor may 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 grant during the program year covered by the term of this Agreement.

**Travel Costs**

Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation 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 Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

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 non-Federal entity. 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 non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

**Procurement**

Grantee shall follow the procurement standards as established in 45 CFR §75.326 - §75.335.

**Non-Expendable Personal Property**

Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes State of Illinois

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real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for “shared use” with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department’s written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable 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 the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles. as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department 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. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee's performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §§9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under §788 of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee's progress in becoming compliant with this requirement. The Grantee's failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

Publication, Reproduction and Use of Material
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department 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.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
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.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors 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.

Political Activity

Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

**Persons:** 11  
**CSBG Goal #: 01**  
**Outcome Target: 17**  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

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**01.021 Career Counseling (1)**

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

**Persons:** 9  
**CSBG Goal #: 01**  
**Outcome Target: 15**  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.06 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
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**01.031 Job Search (1)**

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

**Persons:** 24  
**CSBG Goal #: 01**  
**Outcome Target: 38**  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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05.03 Individuals who demonstrated improved mental and behaviora

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<td>$22,282.00</td>
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</table>

Education and Cognitive Development

02.061 Educational Financial Aid Assistance (1)

DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

**Persons:** 6

**Outcome Target:** 6

**CSBG Goal #:** 01

**Outcome Measure(s):**

02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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<td>$22,282.00</td>
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</table>

Income, Infrastructure, and Asset Building

03.011 Training and Counseling Services (1)

The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

**Persons:** 60

**Outcome Target:** 65

**CSBG Goal #:** 01

**Outcome Measure(s):**

03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

03.03 Individuals who opened a savings account or IDA

03.04 Individuals who increased their savings

03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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<td>$41,885.00</td>
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</table>

Housing

04.011 Housing Payment Assistance (1)

DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

**Persons:** 15

**Outcome Target:** 20

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.
Outcome Measure(s):
04.02.A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

Persons: 80

Outcome Target: 80

04.041 Housing Placement/Rapid Re-Housing (1)

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

Persons: 9

Outcome Target: 9

04.042 Housing Placement/Rapid Re-Housing (2)

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

Persons: 300

Outcome Target: 301
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

<table>
<thead>
<tr>
<th>Persons: 2580</th>
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</thead>
<tbody>
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</table>

**Outcome Measure(s):**
- 05.02 Individuals who demonstrated improved physical health and well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
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**Services: Supporting Multiple Domains**

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

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<thead>
<tr>
<th>Persons: 70</th>
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</table>

**Outcome Measure(s):**
- 01.02 Unemployed adults who obtained employment (up to a living wage)
- 01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits
- 02.05 Parents/caregivers who improved their home environments
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action A

<table>
<thead>
<tr>
<th>Program Support</th>
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</table>

**07.031 Referrals (1)**

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

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<thead>
<tr>
<th>Persons: 4800</th>
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<tbody>
<tr>
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</table>

**Outcome Measure(s):**
- 06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
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**07.101 Legal Assistance (1)**
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25  
**Outcome Target:** 25  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

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**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

**Persons:** 400  
**Outcome Target:** 400  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
03.01. Individuals who achieved and maintained capacity to meet basic needs for 90 days

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**07.121 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120  
**Outcome Target:** 120  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
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<tr>
<th>Program Support</th>
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</table>

**Agency Capacity Building**

**Total Persons:** 3  
**Total Outcome:** 3

**09.01.1 Agency Capacity Building Activities (1)**

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3  
**Outcome Target:** 3  
**CSBG Goal #:** 00  
**CSBG Goal:** CSBG Eligible Entity Capacity Building
### Outcome Measure(s):
0.02  Hours of Agency Staff in capacity building activities

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**Grant 18-231028 Work Program Totals**

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Attachment B. Uniform Grant Budget
### State of Illinois

**UNIFORM GRANT BUDGET TEMPLATE**

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<th>Illinois Department of Commerce and Economic Opportunity</th>
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#### Section A: State of Illinois Funds

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<th>Revenues</th>
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#### Budget Expenditure Categories

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<td>2. Fringe Benefits (200.431)</td>
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<td>16. Total Direct Costs (add lines 1-15)</td>
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<td>Base:</td>
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<td>18. Total Costs State Grant Funds (Lines 16 and 17)</td>
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</table>
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 Organization 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.

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

<table>
<thead>
<tr>
<th>Period Covered By NICRA:</th>
<th>From:</th>
<th>To:</th>
<th>Approving Federal or State Agency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Cost Rate:</td>
<td>%</td>
<td></td>
<td>The Distribution Base Is:</td>
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</tbody>
</table>
Grantee: DuPage County

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

Institution/Organization: DuPage County
Signature: [Signature on File]
Printed Name: MARY A. KEATING
Title: Director
Phone: (626) 407-6457
Date: 1/17/18

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.
STATE OF ILLINOIS
UNIFORM GRANT BUDGET TEMPLATE

<table>
<thead>
<tr>
<th>Organization Name: DuPage</th>
<th>CSFA Description: Community Services Block Grant</th>
<th>AGENCY: Commerce &amp; Econ. Opportunity</th>
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<tbody>
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<td>Grant Number 18-231023</td>
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</table>

**Final Budget Amount Approved**

- $1,039,715

**Budget Revision Approved**

- Program Approval Signature: 
  - Date: 1/2/18 
  - Signature on File: 
- Fiscal & Administrative Approval Signature: 
  - Date: 1/2/18 
  - Signature on File: 

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§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
| Problem for Clarification/Resolution: | The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and "program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to: subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program. |
| Conditions: | The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s). |
| Risk Explanation: | Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity. |
| How to Resolve: | The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements. |
| Timeframe: | The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter. |
Required Vendor Ethics Disclosure Statement

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.

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.

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Signature on File

Authorized Signature

Printed Name: Anne E. O'Dell

Title: Executive Director

Date: Jan 26, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy:

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee contract to West Suburban Community Pantry, to provide food, diapers, and car seats to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

Now, THEREFORE BE IT RESOLVED that County sub-grantee contract covering said, to provide food, diapers, and car seats to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee contract by the Procurement Division to West Suburban Community Pantry, 6809 Hobson Valley Drive #118, Woodridge, IL 60517, for a total amount of $40,500.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ______________________________

PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Sam Tornatore
## PROCUREMENT REVIEW CHECKLIST

### REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th><strong>NEW PURCHASE ORDER REQUEST</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td>February 5, 2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>CONTRACT TOTAL AMOUNT</strong></th>
<th><strong>REQUESTING DEPT.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>$40,500</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Other Professional Services - Detailed Vetting Process Required

- Mary Keating  
  Completed 02/05/2018 12:43 PM
- Karen Graczyk  
  Completed 02/06/2018 9:47 AM
- Kathy Ostrowski  
  Completed 02/07/2018 12:24 PM
- James McGuire  
  Completed 02/07/2018 4:51 PM
- Paul Rafac  
  Completed 02/13/2018 7:53 AM
- Tom Cuculich  
  Completed 02/13/2018 2:32 PM
- Kathy Ostrowski  
  Completed 02/14/2018 2:04 PM
- Health & Human Services  
  Completed 02/20/2018 10:15 AM
- Finance Committee  
  Completed 02/27/2018 8:00 AM
- County Board  
  Completed 02/27/2018 10:00 AM
## Purchase Requisition

**Procurement Services Division**

**Date:** Feb 5, 2018

**MinuteTraq (IQM2) ID #:** 11940

**Department Req #:**

**RFP, Bid or Quote #:**

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: West Suburban Community Pantry</th>
<th>Vendor #: 13015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Laura Traut-Coyle Email:</td>
<td></td>
</tr>
<tr>
<td>Address: 6809 Hobson Valley Drive, #118</td>
<td></td>
</tr>
<tr>
<td>City: Woodridge State: IL Zip: 60517</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-512-9921 Ext. 201 Fax:</td>
<td></td>
</tr>
</tbody>
</table>

**Dept:** Community Services **Division:** CSBG Grant

**Attn:** Gina Strafford-Ahmed **Email:** gina.strafford@dupageco.org

**Address:** 421 N. County Farm Road **Room:**

**City:** Wheaton **State:** IL **Zip: 60187**

**Phone:** 630-407-6444 **Fax:**

### Send Invoices To:

<table>
<thead>
<tr>
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**City:** Wheaton **State:** IL **Zip: 60187**

**Phone:** 630-407-6444 **Fax:**

### Send Payments To:

<table>
<thead>
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<tbody>
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**Attn:** Gina Strafford-Ahmed **Email:** gina.strafford@dupageco.org

**Address:** 421 N. County Farm Road **Room:**

**City:** Wheaton **State:** IL **Zip: 60187**

**Phone:** 630-407-6444 **Fax:**

### Ship To:

<table>
<thead>
<tr>
<th>Vendor: West Suburban Community Pantry</th>
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<tbody>
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</tr>
</tbody>
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**Dept:** Community Services **Division:** CSBG Grant

**Attn:** Gina Strafford-Ahmed **Email:** gina.strafford@dupageco.org

**Address:** 421 N. County Farm Road **Room:**

**City:** Wheaton **State:** IL **Zip: 60187**

**Phone:** 630-407-6444 **Fax:**

### Payment Terms

**F.O.B.** PO 20 Delivery Date **Requisitioner**

**PER 50 ILCS 505/1** Destination

**Use for:** PO25 only **Contract Administrator** **Contract Start Date:** Jan 1, 2018 **Contract End Date:** Dec 31, 2018 **Use for:** PO25 only

### LN Qty UOM Item Detail (Product #) Description FY Dept # Acctg Unit Acct # Sub-Accts and/or Activity # Unit Price Extensior

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extensior</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sub-grantee agreement purchase order to provide food, diapers, and car seats low income households in DuPage County.</td>
<td>Sub-grantee agreement purchase order to provide food, diapers, and car seats low income households in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>53830</td>
<td>18-231028 53830</td>
<td>40,500.00</td>
<td>40,500</td>
</tr>
</tbody>
</table>

**Requisition Total:** $40,500

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

### Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):


**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

---

<table>
<thead>
<tr>
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<tbody>
<tr>
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</tr>
<tr>
<td>Dept:</td>
<td>Community Services</td>
</tr>
<tr>
<td>Contact:</td>
<td>Gina Strafford-Ahmed</td>
</tr>
<tr>
<td>Phone:</td>
<td>6444</td>
</tr>
<tr>
<td>Contract Term:</td>
<td>1/1/18-12/31/18</td>
</tr>
<tr>
<td>Contract Total:</td>
<td>$40,500.00</td>
</tr>
<tr>
<td>Assigned Committee:</td>
<td>HHS</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Provide food, diapers and car seats to low income residents of DuPage County.

**Reason for Procurement**

$40,500 in CSBG funds will assist 1935 low income households.

---

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
- [ ] Budget Transfer (Date) ____________
- [ ] Add'l Information __________________

---

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________________
- [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER 55 ILS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [x] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________________

---

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Jan 26, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Jan 26, 2018</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>2/7/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>2/12/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Procurement Officer</th>
<th>3/7/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>3/13/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chairman's Office</th>
<th>2/13/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>
Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide food, fresh milk and eggs, diapers and wipes and car seats for low income County residents. $40,500 is needed to support the program. This is an increase of $30,500.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support low income residents with food to prevent hunger, infant care items and car seats to promote child safety in DuPage County.

Strategic Impact

Quality of Life

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency: Program will address each of these areas with a focus on economic self-sufficiency.

Source Selection/Vetting Information - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. West Suburban Community Pantry is one of 3 food pantries that serve the whole County. They partner with Community Services and the Northern Illinois Food Bank to provide services to the community. CSBG funding is earmarked for the 3 pantries that serve the county.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Fund West Suburban Community Pantry at $40,500 to provide food to 1,800 households, 100 car seats and 135 households assisted with diapers and wipes.

2) If funds are not provided, 1,935 households would not have the basic food resources and diapers to maintain their households

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

CSBG Grant Funds 1/1/17-12/31/17 $40,500
CSBG Grant Funds 1/1/17-12/31/17 $10,000
CSBG Grant Funds 1/1/16-12/31/17 $10,000
CSBG Grant Funds 1/1/15-3/31/16 $10,000
CSBG Grant Funds 1/1/16-3/31/16 $10,000
Projected to fund this program for the next 5 years at $10,000 per fiscal year.
January 25, 2018

Dear Gina,

The West Suburban Community Pantry is requesting $40,500 from the Community Service Block Grant to allow us to fill a critical need that individuals, especially children, receive appropriate foods and resources which nourish their development and stabilize their lives.

The West Suburban Community Pantry traces its roots to a small pantry dating back to the 1970’s. We are dedicated to providing food for the hungry and resources to help empower those in need to improve their quality of life. We educate the donor community about existing needs and supporting advocacy efforts for the hungry. We also work hard to encourage volunteerism and the sharing of resources.

The West Suburban Community Pantry operates year-round for client services. The goal of our pantry program is that clients receive at least 125 pounds of nutritionally balanced food each month, including fresh produce, meat and dairy in a full order. In Fiscal Year 2017 (July 1, 2016 through June 30, 2017) we distributed 1.4 million pounds of food. Our supplemental programs provide incremental food resources for vulnerable populations such as children and the elderly as well as budget relieving critical resources such as diapers and car seats.

During FY 17, we served over 40,000 people one third of which were children. This averages out to more than 3,300 people per month. In November of the past fiscal year, we added an incremental service to our pantry schedule which allows clients to visit our program two times per month for a full food order. Approximately 25% of our clients are taking advantage of this opportunity.

Our goal is that each household we serve will receive a gallon of milk, a dozen eggs, sufficient whole grains like brown rice or pasta, canned meats and low sodium and fat free soups with their full order at each visit in addition to fresh fruits and vegetables.

During this fiscal year, and with the help of a Community Service Block Grant, we provided 100 car seats to qualifying families. We also supplied diapers and wipes to more than 1,250 families in need.

With the gift of $40,500 we will allocate $30,000 to provide food assistance to 1,800 households in DuPage County between 2/1/18 and 12/31/18. Each household will be screened and complete the intake assessment during their visit. The funds received from the Community Service Block Grant will be used to secure food through Northern Illinois Food Bank and other channels, and will serve only DuPage County residents.
West Suburban Community Pantry

Nourishing Our Neighbors Through Sustenance and Support

County residents. WSCP will also provide sign in sheets and/or Northern Illinois Food Bank service reports totaling over 1,800 households for verification covering the time period of 2/1/18 to 12/31/18 by 1/15/19.

With the remaining $10,500 we will allocate the following for services to be provided from 2/1/18 to 12/31/18:

- $5,000 to provide 100 car seats to families in need
- $5,500 to supply 135 families with diapers and wipes

With each of these programs, WSCP will provide accurate and comprehensive reporting to DuPage County detailing the number of residents served and the service provided.

Our clients are food insecure residents of DuPage County, with limited income and resources. 74% are at 0-30% of MFI, 22% at 31-50%. 39% are children, 12% senior citizens. 28% of the households are headed by single females and 29% have one or more persons with a disability. They are racially diverse: 33% African American, 35% Caucasian, 22% Hispanic, 5% mixed race and 4% Asian.

Thank you for your consideration. We value our partnership with DuPage County and appreciate the support the Community Service Block Grant provides for our neighbors in need.

Sincerely,

Laura Coyle
Executive Director
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND WEST SUBURBAN COMMUNITY PANTRY FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into this 1st day of January, 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and WEST SUBURBAN COMMUNITY PANTRY (hereinafter called "SUBGRANTEE"), located at: 6809 Hobson Valley Drive #118, Woodridge, IL 60517.

SECTION I

STATEMENT OF PURPOSE

COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

SUBGRANTEE will perform in a timely fashion for the benefit of the COUNTY, the following activities:

1. SUBGRANTEE will provide food assistance for approximately 1,800 households and diapers and wipes to 135 households;
2. SUBGRANTEE will screen households and complete food pantry intake/assessments on approximately 1,935 households;
3. SUBGRANTEE will purchase food through the Northern Illinois Food Bank;
4. SUBGRANTEE will serve any resident of DuPage County, no DuPage County village or city boundary restriction;
5. SUBGRANTEE will provide NIFB reporting totaling 1,935 for verification of food pantry use by December 31, 2018.
6. SUBGRANTEE will provide car seats or booster seats to approximately 100 households;
7. SUBGRANTEE will obtain proof of client’s 90-day income, residency and proof of household members and maintain said information in the client’s file for the car seat program;
8. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

These activities are not inclusive, and are further outlined in Exhibit "A", attached hereto and made a part of this Agreement.
SECTION III

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $40,500.00 to purchase food and household goods for the food pantry program as well as car seats, diapers and wipes. Upon execution of the grant the SUBGRANTEE will invoice DuPage County Community Services for $20,000 by March 31, 2018. The remaining $20,500 may be invoiced after July 1, 2018. Funds must be reported out and expended by December 31, 2018.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED AppropriATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this Grant. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fail significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Grant are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT
Time is of the essence in this AGREEMENT, SUBGRANTEE shall complete all activities described herein by December 31, 2018.

SECTION VI

CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B" attached hereto and made a part of this AGREEMENT. (January 1, 2018- December 31, 2018)

B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including (a) Equal Opportunity Certification (See Exhibit "B" attached).

C. Non-Discrimination: The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

D. Appearance of Impropriety: SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. Political Activities Restricted: SUBGRANTEE agrees that neither the community's program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. Retention of Records: The SUBGRANTEE shall maintain records to show costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North COUNTY Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain supporting documentation for five (5) years after the final audit of the grant is completed.

G. Audit and Inspection of Records: The SUBGRANTEE shall as often as deemed necessary by the COUNTY, the DCEO or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the COUNTY, DCEO or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives...
will have full access to and the right to examine any pertinent books, documents, papers, and records of any such contractor involving transactions related to the contract for five (5) years from the final payment under the contract. The term "contract:" as used in this clause excludes purchase orders not exceeding $2,500.00.

Subcontractors whose contract amount equals or exceeds $25,000 annually and who are subject to the provisions of OMB Circular A-128 or A-133 shall provide a copy of their most recent audit report or financial statements to the DuPage COUNTY Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:
   CFDA # 93.569
   CFDA Title Community Services Block Grant
   Award # G-13B1ILCOSR
   Federal Awarding Agency Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by the Illinois Department of Commerce and Economic Opportunity for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of reasonable claims that are properly invoiced and documented.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within fourteen (14) working days of receipt.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall
determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX
REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY client signature sheets no later than the fifth (5th) day of the following month of funds being requested. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report within thirty (30) days of the end of the SUBGRANTEE’s fiscal year.

SECTION X
AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI
FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII
INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE’s negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII
TERMINATION

The COUNTY may terminate this AGREEMENT at anytime hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE
agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A “material breach” of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the requirements of this AGREEMENT as set forth in Section II, and further outlined in Exhibit "A"; failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV

ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the prior written approval of the COUNTY having been first obtained. Any such action without prior written approval shall be deemed a breach of agreement.

SECTION XV

UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY’S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI

SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII

APPLICABLE LAW
This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX

NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: West Suburban Community Pantry
   6809 Hobson Valley Drive #118
   Woodridge, IL 60517
   Attention: Laura Traut-Coyle, Executive Director

TO: DuPage County Department of Community Services
   421 N. COUNTY Farm Road
   Wheaton, IL 60187
   Attention: Gina Strafford-Ahmed
The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT. See attached sheet for additions.

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

COUNTY OF DUPAGE
("COUNTY")

BY: ___________________________ DATE: __________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

ATTEST: ___________________________ DATE: __________
PAUL HINDS, COUNTY CLERK

WEST SUBURBAN COMMUNITY PANTRY
("SUBGRANTEE")

BY: ___________________________ DATE: __________
Signature on File

TITLE: Executive Director

ATTEST: ___________________________ DATE: __________

Signature on File

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EXHIBIT A
ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246, and all regulations issued pursuant thereto (CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (Illinois Revised Statute Chapter 68, Section 1-10 etc, seq.).
EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DU PAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHMENT
INTER-GOVERNMENTAL 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 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. 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 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, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 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 G-18B11LC0SR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. **Term.** This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, 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.

**ILLAinois Department of Commerce and Economic Opportunity**

By: __________________________
Signature of Sean McCarthy, Director

By: __________________________
Signature of Designee

Date: __________________________
Printed Name: __________________________
Printed Title: __________________________

By: __________________________
Signature of First Other Approver, if Applicable

Date: __________________________
Printed Name: __________________________
Printed Title: __________________________

**DUPAGE County**

By: __________________________
Signature of Authorized Representative

Date: 1/1/18
Printed Name: Mary Keating
Printed Title: Director
Email: Mary.Keating@dupageco.org

By: __________________________
Signature of Second Other Approver, if Applicable

Date: __________________________
Printed Name: __________________________
Printed Title: __________________________

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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

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

(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 an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and 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 Revenue 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 $25,000. 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, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, 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 following meanings:


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“ Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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, Granter 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 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph Reference source not found..

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
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. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee 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 in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. Interest.
(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.
(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.
(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 7 of 46
4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. 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.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

> By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

**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 Award is incorporated herein as an attachment. 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. See 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 as an attachment.
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. 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. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **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 \nALLOWABLE 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 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix 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 institutions of higher education.

(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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(B)).

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

7.6. **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. See 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 7.5).

      (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. See 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.

   (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.

7.7 Federal Requirements. All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8 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).

7.9 Management of Program Income. Grantee is encouraged to earn income to defray program 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 contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 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) Educational Loan. Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) 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).

(f) 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.).

(g) 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).
(h) **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.

(i) **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.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order 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.).

(k) **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 (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **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.

(m) **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.

(n) **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.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent 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 (30 ILCS 500/50-10.5).

(p) **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).

(q) **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.
(r) **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.

(s) **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).

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

**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. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**
**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (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. 31USC 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 Part 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-awardees are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Granter.

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 31USC 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 200.333, unless a different retention period is specified in 2 CFR 200.333. 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.


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the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. 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 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be 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 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(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 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee’s fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee’s tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

13.4. 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.

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 or PART THREE. 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. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. 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, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; 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.

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 set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) 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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 audit period.

(b) 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 more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

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 State of Illinois

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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 200.339(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) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; 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 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 200.207. 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 200.338. 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.

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 200.341.

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 termination shall be paid by Grantor in accordance with the terms and conditions of this Agreement.

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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 200.342.

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 200.339(c).

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.

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.

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, SAM registration status, Related Parties, or address. See 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. 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

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 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 governance structure. 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


21.2. 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 (30 ILCS 500/50-13). 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. 2 CFR 200.64.

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. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment.
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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.

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 Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee 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. Purchase and 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

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. Liability. 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 State of Illinois

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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.** 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **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.

26.14. **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.

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

26.16. **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant 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 Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XIV. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department’s Annual Consolidated Plan, and any other regulations and policies promulgated by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by federal or state law, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 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.

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
CONTACT INFORMATION

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 said change of address and a formal modification will be executed.

**GRANTOR CONTACT**

Name: Jennifer Barnes  
Title: Grant Manager  
Address: 500 E Monroe St  
Springfield, IL 62701  
Phone: 217-558-0480  
TTY#: (800) 785-6055  
Fax#: N/A  
Email Address: Jennifer.Barnes@illinois.gov

**GRANTEE CONTACT**

Name: Mary Keating  
Title: Director  
Address: 421 North County Farm Road  
3rd Floor  
Wheaton, IL 60187-3978  
Phone: 630-407-6420  
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: [Signature]
Authorized Designee Title: [Title]
Authorized Designee Phone: [Phone]
Authorized Designee Email: [Email]

Authorized Designee Signature:
Authorized Signatory Approval:

Authorized Designee: [Signature]
Authorized Designee Title: [Title]
Authorized Designee Phone: [Phone]
Authorized Designee Email: [Email]

Authorized Designee Signature:
Authorized Signatory Approval:

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: _______________________________________________
Authorized Signatory Approval: _______________________________________________

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6416

Authorized Designee Signature: _______________________________________________
Authorized Signatory Approval: _______________________________________________

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature: _______________________________________________
Authorized Designee Signature: _______________________________________________
Authorized Signatory Approval: _______________________________________________
Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch
Email: externalauditunit@illinois.gov
Phone: (312) 814-4057
Fax: (312) 793-0338
Address: 100 West Randolph
        Suite 3-400
        Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson
Email: Lisa.Hodson@illinois.gov
Phone: 217-785-6417
Fax#: N/A
Address: 500 E Monroe St
        Springfield, IL 62701
See Exhibit B.

EXHIBIT E

PERFORMANCE MEASURES
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special 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 Department 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).

28.2. Audit Submission. The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, Illinois 62701

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.

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ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. 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. Any additional interest earned on Grant Funds above $500 per year must be returned to the Granter pursuant to paragraphs 4.2 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. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter as provided in Article XIII herein. If applicable, the Granter 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 30.2 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 6.3 herein, which would not ordinarily require approval from Granter, 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 Granter 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 Granter:

(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 contracting with any Federal or State department or agency;

   (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to 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 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;

   (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; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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 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 260S) 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 200.338 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.

**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 Grant. 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 notice, 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 proceed with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification 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 C).

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 State of Illinois

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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 C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, 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 Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

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 Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

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.

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 Historic Preservation Agency. 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 Historic Preservation Agency. 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 violence, or who has a family or household member who is a victim of domestic 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 manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **Minorities, Females, 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, Females, 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 Grant 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.

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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.

38.3 Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph 5.3 herein, once Grantee completes a specific condition, Grantor shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

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.
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 13.3(a) 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 grant.

April 2018

- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018

- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018

- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019

- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019

- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
• End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

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 to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Sub-recipient(s)
The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation
In addition to the payment methods described in Article IV, 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. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications

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Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

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 in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may 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 grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation 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 Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

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 non-Federal entity. 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 non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

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

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-.323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes State of Illinois

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real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department's written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or 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 the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant Funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles, as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department 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. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee's performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee's progress in becoming compliant with this requirement. The Grantee's failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

Publication, Reproduction and Use of Material
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department 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.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
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.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described...
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors 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.

**Political Activity**

Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Name Of Agency Reporting: DuPage County Community Services

Grant Number: 18-231026

Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

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<td>CSBG Goal #: 01</td>
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**Outcome Measure(s):**

- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 04 Individuals who improved skills related to the adult role of parents/caregivers

Program Support: $0.00  
Client Assistance: $0.00  
Administration: $500.00  
Special: $45,000.00  
Total: $45,500.00

**01.021 Career Counseling (1)**

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

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<tr>
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**Outcome Measure(s):**

- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.06 Individuals engaged with the Community Action Agency who report improved financial well-being

Program Support: $0.00  
Client Assistance: $0.00  
Administration: $500.00  
Special: $75,000.00  
Total: $75,500.00

**01.091 Job Search (1)**

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED’s, job skills, transportation, employment and stable housing.

<table>
<thead>
<tr>
<th>Persons: 24</th>
<th>Outcome Target: 38</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td></td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**

- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>$25,000.00</td>
<td>$0.00</td>
<td>$2,500.00</td>
<td>$0.00</td>
<td>$27,500.00</td>
</tr>
</tbody>
</table>

### Education and Cognitive Development

**02.061 Educational Financial Aid Assistance (1)**

DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

<table>
<thead>
<tr>
<th>Persons</th>
<th>6</th>
</tr>
</thead>
</table>

**Outcome Measure(s):**

02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
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<tr>
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<td>$22,282.00</td>
</tr>
</tbody>
</table>

### Income, Infrastructure, and Asset Building

**03.011 Training and Counseling Services (1)**

The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

<table>
<thead>
<tr>
<th>Persons</th>
<th>60</th>
</tr>
</thead>
</table>

**Outcome Measure(s):**

03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

03.03 Individuals who opened a savings account or IDA

03.04 Individuals who increased their savings

03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$39,885.00</td>
<td>$0.00</td>
<td>$2,000.00</td>
<td>$0.00</td>
<td>$41,885.00</td>
</tr>
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</table>

### Housing

**04.011 Housing Payment Assistance (1)**

DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

<table>
<thead>
<tr>
<th>Persons</th>
<th>15</th>
</tr>
</thead>
</table>

**Outcome Measure(s):**

04.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25,000.00</td>
<td>$0.00</td>
<td>$2,500.00</td>
<td>$0.00</td>
<td>$27,500.00</td>
</tr>
</tbody>
</table>
Outcome Measure(s):

04.02.A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

Program Support $112,922.00  Client Assistance $15,000.00  Administration $3,500.00  Special $0.00  Total $131,422.00

04.041 Housing Placement/ Rapid Re-Housing (1)
Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

Persons: 60  Outcome Target: 80

CSBG Goal #: 01

CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):

04.01 Households experiencing homelessness who obtained safe temporary shelter

Program Support $50,000.00  Client Assistance $0.00  Administration $3,000.00  Special $0.00  Total $53,000.00

04.042 Housing Placement/ Rapid Re-Housing (2)
Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

Persons: 9  Outcome Target: 9

CSBG Goal #: 01

CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):

04.01 Households experiencing homelessness who obtained safe temporary shelter
05.03 Individuals who demonstrated improved mental and behavioral health and well-being

Program Support $20,000.00  Client Assistance $0.00  Administration $1,500.00  Special $0.00  Total $21,500.00

Health and Social/ Behavioral Development (Includes nutrition)

Total Persons: 2,980  Total Outcome: 2,981

05.061 Dental Services, Screenings and Exams (1)
DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

Persons: 300  Outcome Target: 301

CSBG Goal #: 01

CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):

05.02 Individuals who demonstrated improved physical health and well-being

Program Support $62,000.00  Client Assistance $500.00  Administration $5,050.00  Special $0.00  Total $67,550.00
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

| Persons | 2580 |
| Outcome Target | 2580 |
| CSBG Goal #: | 01 |

**Outcome Measure(s):**
- 05.02 Individuals who demonstrated improved physical health and well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$34,000.00</td>
<td>$0.00</td>
<td>$2,000.00</td>
<td>$0.00</td>
<td>$36,000.00</td>
</tr>
</tbody>
</table>

**Services: Supporting Multiple Domains**

**07.01.1 Case Management (1)**

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

| Persons | 70 |
| Outcome Target | 120 |
| CSBG Goal #: | 01 |

**Outcome Measure(s):**
- 01.02 Unemployed adults who obtained employment (up to a living wage)
- 01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits
- 02.05 Parents/caregivers who improved their home environments
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action A

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
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<th>Total</th>
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<td>$75,000.00</td>
<td>$12,500.00</td>
<td>$3,500.00</td>
<td>$0.00</td>
<td>$91,000.00</td>
</tr>
</tbody>
</table>

**07.03.1 Referrals (1)**

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

| Persons | 4800 |
| Outcome Target | 4800 |
| CSBG Goal #: | 01 |

**Outcome Measure(s):**
- 06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
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</thead>
<tbody>
<tr>
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<td>$1,750.00</td>
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<td>$263,338.00</td>
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</table>

**07.10.1 Legal Assistance (1)**
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25  
**Outcome Target:** 25  
**CSBG Goal #: 01**  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**  
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
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<tr>
<td>$20,000.00</td>
<td>$0.00</td>
<td>$500.00</td>
<td>$0.00</td>
<td>$20,500.00</td>
</tr>
</tbody>
</table>

**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

**Persons:** 400  
**Outcome Target:** 400  
**CSBG Goal #: 01**  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**  
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
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<td>$117,738.00</td>
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</table>

**07.121 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120  
**Outcome Target:** 120  
**CSBG Goal #: 01**  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**  
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>$15,000.00</td>
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<td>$16,000.00</td>
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**Agency Capacity Building**

<table>
<thead>
<tr>
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<th>Total Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>3</td>
</tr>
</tbody>
</table>

**09.011 Agency Capacity Building Activities (1)**

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3  
**Outcome Target:** 3  
**CSBG Goal #: 00**  
**CSBG Goal:** CSBG Eligible Entity Capacity Building
### Outcome Measure(s):
00.02 Hours of Agency Staff in capacity building activities

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 9,000.00</td>
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</table>

**Program Support Client Assistance Administration Special Total**

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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<tbody>
<tr>
<td>$ 843,165.00</td>
<td>$ 35,250.00</td>
<td>$ 32,300.00</td>
<td>$ 129,000.00</td>
<td>$ 1,039,715.00</td>
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</table>

**Grant 18-231028 Work Program Totals**
Attachment B. Uniform Grant Budget
### Section A: State of Illinois Funds

**Revenues**

- **State of Illinois Grant Amount Requested**: $1,039,715.00

**Budget Expenditure Categories**

<table>
<thead>
<tr>
<th>Category</th>
<th>Summary</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (200.430)</td>
<td>$402,547.00</td>
<td>$402,547.00</td>
</tr>
<tr>
<td>0101 PERSONNEL (SALARIES &amp; WAGES)</td>
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<td></td>
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<tr>
<td>2. Fringe Benefits (200.431)</td>
<td>$146,773.00</td>
<td>$146,773.00</td>
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<tr>
<td>0102 FRINGE BENEFITS</td>
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<tr>
<td>3. Travel (200.474)</td>
<td>$6,300.00</td>
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<tr>
<td>0103 TRAVEL</td>
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<tr>
<td>4. Equipment (200.439)</td>
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<td></td>
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<tr>
<td>5. Supplies (200.94)</td>
<td>$2,760.00</td>
<td>$2,760.00</td>
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<tr>
<td>0105 SUPPLIES</td>
<td></td>
<td></td>
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<tr>
<td>6. Contractual/Subawards (200.318 and .92)</td>
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<tr>
<td>0105 CONTRACTUAL SERVICES</td>
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<td>7. Consultant (200.459)</td>
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<td>8. Construction</td>
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<td>9. Occupancy (200.465)</td>
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<td>10. Research and Development (200.87)</td>
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<tr>
<td>11. Telecommunications</td>
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<tr>
<td>0111 TELECOMMUNICATIONS</td>
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<td>12. Training and Education (200.472)</td>
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<td>0112 TRAINING AND EDUCATION</td>
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<tr>
<td>13. Direct Administrative Costs (200.413)</td>
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<tr>
<td>0313 DIRECT ADMINISTRATIVE COSTS</td>
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<tr>
<td>14. Miscellaneous Costs</td>
<td>$7,900.00</td>
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<tr>
<td>0114 MISCELLANEOUS COSTS</td>
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<tr>
<td>15. Grant Exclusive Line Item(s)</td>
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<td>$164,250.00</td>
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<tr>
<td>0201 CLIENT ASSIST. - BENEFITS</td>
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<tr>
<td>0402 SPECIAL - T&amp;TA</td>
<td>$35,250.00</td>
<td>$35,250.00</td>
</tr>
<tr>
<td>0403 SPECIAL - ECON DEV/JOB TRAIN</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
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<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>$1,039,715.00</td>
<td>$1,039,715.00</td>
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<tr>
<td>17. Total Indirect Costs (200.414)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rate:</td>
<td>N/A</td>
<td>%</td>
</tr>
<tr>
<td>Base:</td>
<td>N/A</td>
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<tr>
<td>18. Total Costs State Grant Funds (Lines 16 and 17)</td>
<td>$1,039,715.00</td>
<td>$1,039,715.00</td>
</tr>
</tbody>
</table>
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 Organization 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(S); or
   ☐ complies with other statutory policies.

5) ☑ No reimbursement of Indirect Cost is being requested.

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

<table>
<thead>
<tr>
<th>Period Covered By NICRA:</th>
<th>From:</th>
<th>To:</th>
<th>Approving Federal or State Agency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Cost Rate:</td>
<td>%</td>
<td></td>
<td>The Distribution Base Is:</td>
</tr>
</tbody>
</table>

Rate: _______%
Grantee: DuPage County

NOFO Number: 

Grant Number: 18-231028

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

Institution/Organization: DuPage County

Signature: Signature on File

Printed Name: MARY A. KEATING

Title: Director

Phone: (630) 407-6457

Date: 1/17/18

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.
The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
### Illinois Grant Accountability and Transparency

**Programmatic Risk Assessment Questionnaire**

**DuPage County Department of Community Services**

**Special Conditions**

<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Problem for Clarification/Resolution:</strong></td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to; subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td><strong>Conditions:</strong></td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td><strong>Risk Explanation:</strong></td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td><strong>How to Resolve:</strong></td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td><strong>Timeframe:</strong></td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

Company Name: West Suburban Community Pantry
Company Contact: Laura Coyle
Contact Phone: 630-948-8131
Contact Email: ltc locale@wcpinc.org

Bid/Contract/PO #: __________

Date: 1/26/18

6.A.3.e

Packet Pg. 264

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- if information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Signature on File

Printed Name

Laura Coyle

Title

Executive Director

Date

1/26/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ________ of ________ (total number of pages)
AWARDING RESOLUTION ISSUED
TO LOAVES AND FISHES COMMUNITY SERVICES
TO PROVIDE FOOD AND INFANT CARE ITEMS TO
LOW INCOME RESIDENTS IN DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $40,000.00)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy;

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee contract to Loaves and Fishes Community Services, to provide food and infant care items to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

Now, THEREFORE BE IT RESOLVED that County sub-grantee contract covering said, to provide food and infant care items to low income residents in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee contract by the Procurement Division to Loaves and Fishes Community Services, 1871 High Grove Lane, Naperville, IL 60540, for a total amount of $40,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Amy L Grant, District 4
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Sam Tornatore
PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tbody>
<tr>
<td>February 5, 2018</td>
<td>$40,000</td>
<td>1/1/2018 - 12/31/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

- Mary Keating  
  Completed  02/05/2018 12:21 PM
- Karen Graczyk  
  Completed  02/06/2018 9:46 AM
- Kathy Ostrowski  
  Completed  02/07/2018 12:37 PM
- James McGuire  
  Completed  02/08/2018 1:18 PM
- Paul Rafac  
  Completed  02/13/2018 7:49 AM
- Tom Cuculich  
  Completed  02/13/2018 2:42 PM
- Kathy Ostrowski  
  Completed  02/14/2018 9:11 AM
- Health & Human Services  
  Completed  02/20/2018 10:15 AM
- Finance Committee  
  Completed  02/27/2018 8:00 AM
- County Board  
  Completed  02/27/2018 10:00 AM
**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Loaves and Fishes Community Pantry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>11821</td>
</tr>
<tr>
<td>Attn:</td>
<td>Eric Gardner</td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>1871 High Grove Lane</td>
</tr>
<tr>
<td>City:</td>
<td>Naperville</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60540</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-355-3663</td>
</tr>
</tbody>
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**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Community Services</th>
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<tbody>
<tr>
<td>Division:</td>
<td>CSBG Grant</td>
</tr>
<tr>
<td>Attn:</td>
<td>Gina Strafford-Ahmed</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td>421 N. County Farm Road</td>
</tr>
<tr>
<td>City:</td>
<td>Wheaton</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60187</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-407-6444</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Community Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division:</td>
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<tr>
<td>Phone:</td>
<td>630-407-6444</td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Community Services</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
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<td>Phone:</td>
<td>630-407-6444</td>
</tr>
</tbody>
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**Payment Terms**

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<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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<tbody>
<tr>
<td>PO 25 only</td>
<td>Contract Administrator</td>
<td>Jan 1, 2018</td>
</tr>
<tr>
<td>PO 25 only</td>
<td>Contract Start Date</td>
<td>Dec 31, 2018</td>
</tr>
</tbody>
</table>

**Special Instructions/Comments to Buyer or Approver**

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

**User Department Internal Notes**

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

User Department Internal Notes (these comments will NOT appear on the Purchase Order):

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extensor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sub-grantee agreement purchase order to provide food and infant care items to low income households in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>18-3131028 53830</td>
<td>40,000.00</td>
<td>40,000</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total**: $40,000
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Loaves and Fishes Community Services
Vendor #: 1/82
Dept: Community Services
Contact: Gina Strafford Ahmed
Phone: 6444

Description of Procurement/Scope of Work/Background
Provide food and infant care items to low income residents of DuPage County.

Reason for Procurement
$40,000 in CSBG funds will assist over 5,200 low income households.

Funding Source
☑ Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
☐ Budget Transfer (Date) ____________________________ Add’l Information ____________________________

Decision Memo Not Required
☐ LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ____________________________ ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER SS ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER SS ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

Decision Memo Required
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ____________________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☒ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

Prepared By Jan 26, 2018
Date

Recommended for Approval Jan 26, 2018
Date
IT Approval, if required Date

Reviewed by (Initials Only)

Buyer 2/8/18 8m Date
Procurement Officer 2-5-18 Date
Chief Financial Officer 2-13-18 9m Date
Chairman’s Office (Decision Memos Over $25,000) Date

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Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

Date: Jan 29, 2018
MinuteTrak (IQM2) ID #: 11941
Department Requisition #: 

<table>
<thead>
<tr>
<th>Requesting Department: Community Services</th>
<th>Department Contact: Gina Strafford-Ahmed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
<td>Contact Phone: 6444</td>
</tr>
<tr>
<td>Vendor Name: Loaves and Fishes Community Services</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide food, fresh milk and eggs, and infant care items for low income County residents. $40,000 is needed to support the program and increase of $30,000.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support low income residents with food to prevent hunger and provide infant care items to those unable to purchase them due to income constraints.

**Strategic Impact**

Quality of Life

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency. Program will address each of these areas with a focus on economic self-sufficiency.

**Source Selection/Vetting Information** - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. Loaves & Fishes Community Services is one of 3 food pantries that serve the whole County. They partner with Community Services and the Northern Illinois Food Bank to provide services to the community. CSBG funding is earmarked for the 3 pantries that serve the county.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Fund Loaves & Fishes Community Services at $40,000 to provide milk and eggs to 5,236 households, infant care items to 277 households and general food to 1,000 households.

2) If funds are not provided the above households would not have the basic food resources or infant care items to maintain their households.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

- CSBG Grant Funds 1/1/18-12/31/18 $40,000
- CSBG Grant Funds 1/1-17-12/31/17 $10,000
- CSBG Grant Funds 1/1-16-12/31/17 $10,000
- CSBG Grant Funds 1/1-15-3/31/16 $10,000
- CSBG Grant Funds 1/1-16-3/31/16 $10,000
Loaves & Fishes Community Services
Proposal for DuPage County CSBG funding

Loaves & Fishes is a lifeline organization that serves low-income individuals in DuPage County and the western suburbs of Chicago. Our mission is to provide food and leadership in the community by uniting and mobilizing resources to empower people to be self-sufficient.

In our most recently completed fiscal year (July 1, 2016 through June 30, 2017), our core efforts to the community provided groceries and household items to 18,798 individuals in low income households, which included 7,950 children under 18 and 1,258 seniors. To address the specific nutritional needs of school-age children and promote nutrition awareness, we provided supplemental nutrition packages to all families with school age children that included eggs, milk, fresh fruit, and healthy snacks or lunches. In addition to the Child Nutrition Initiative, we provide nutritional support to families with infants less than 12 months of age. These supplemental packages provide baby formula, baby food, diapers and wipes to the household.

Most recently in April of 2017, Loaves & Fishes opened our food distributions to serve families on a weekly basis. For the calendar year 2017, we provided 38,437 emergency food distributions. Along with these needed groceries, we provided 58,930 child nutrition packages and 1,235 Infant Care packages. With an average of 740 family visits per week, the support from the CSBG will help us to meet the needs of our community. Loaves & Fishes respectfully requests $40,000 to help meet these needs for the residents of DuPage County with:

- Milk & Eggs ($20,000 will provide for 5,236 families with children or seniors)
- Infant care, baby food/formula, diapers, and wipes ($10,000 will provide for 277 infants)
- Food distribution through our grocery market ($10,000 will provide for 1,000 families)

Along with needed grocery assistance, Loaves & Fishes collaborates with the community to provide other support services for barriers that often accompany food insecurity, including job search support, skill-based classes (computer, ESL, financial literacy), public benefit assistance, legal consultations and Veterans’ benefit assistance. By offering multi-faceted services, we support our clients physically, mentally and financially to promote self-sufficiency.

We look forward to the continued support from DuPage County in meeting these challenges.

Thank you,

Eric Gardner
Director of Philanthropy
(630) 355-3663 ext. 116
eyardner@loaves-fishes.org

www.loaves-fishes.org
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND LOAVES & FISHES COMMUNITY SERVICES FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into this 1st day of January 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and LOAVES & FISHES COMMUNITY SERVICES (hereinafter called "SUBGRANTEE"), located at: 1871 High Grove Lane, Naperville, IL 60540.

SECTION I

STATEMENT OF PURPOSE

The COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

SUBGRANTEE will perform in a timely fashion for the benefit of the COUNTY, the following activities:

1. SUBGRANTEE will provide food, milk, eggs, and infant care items for approximately 6,513 households;
2. SUBGRANTEE will screen households and complete food pantry intake/assessments on approximately 6,513 households;
3. SUBGRANTEE will purchase food through the Northern Illinois Food Bank;
4. SUBGRANTEE will serve any resident of DuPage County, no DuPage County village or city boundary restriction.
5. SUBGRANTEE will provide NIFB reporting totaling 6,513 for verification of food pantry use by December 31, 2018.
6. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

These activities are not inclusive, and are further outlined in Exhibit "A", attached hereto and made a part of this Agreement.
SECTION III
AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $40,000.00 to purchase food and other household goods for the food pantry program. Upon execution of the grant the SUBGRANTEE will invoice DuPage County Community Services for $20,000 by March 31, 2018. The remaining $20,000 may be invoiced after July 1, 2018. Funds must be reported out and expended by December 31, 2018.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, hereinafter referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this Grant. However, DCEO’s obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fall significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Grant are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT
Time is of the essence in this AGREEMENT, SUBGRANTEE shall complete all activities described herein by December 31, 2018.

SECTION VI

CONDITIONS OF GRANT

A. **Assurances:** The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B" attached hereto and made a part of this AGREEMENT. (January 1, 2018- December 31, 2018)

B. **Equal Opportunity:** The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including (a) Equal Opportunity Certification (See Exhibit “B” attached).

C. **Non-Discrimination:** The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

D. **Appearance of Impropriety:** SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. **Political Activities Restricted:** SUBGRANTEE agrees that neither the community's program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. **Retention of Records:** The SUBGRANTEE shall maintain records to show costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) days notice from the COUNTY, all billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North COUNTY Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain supporting documentation for five (5) years after the final audit of the grant is completed.

G. **Audit and Inspection of Records:** The SUBGRANTEE shall as often as deemed necessary by the COUNTY, the DCEO or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the COUNTY, DCEO or the Comptroller of the State of Illinois, or
the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers, and records of any such contractor involving transactions related to the contract for five (5) years from the final payment under the contract. The term "contract:" as used in this clause excludes purchase orders not exceeding $2,500.00.

Subgrantees whose grant amount equals or exceeds $25,000 annually and who are subject to the provisions of OMB Circular A-128 or A-133 shall provide a copy of their most recent audit report or financial statements to the DuPage COUNTY Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:
   CFDA # 93.569
   CFDA Title Community Services Block Grant
   Award # G-13B1ILCOSR
   Federal Awarding Agency Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by the Illinois Department of Commerce and Economic Opportunity for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of reasonable claims that are properly invoiced and documented.

The SUBGRANTEE shall provide, all disbursement of grant funds on an annual basis. Said reports shall include the SUBGRANTEE'S certification, under oath, that work under third party contracts was performed in a satisfactory manner and in conformance with said third party contracts.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within fourteen (14) working days of receipt.
COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX

REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY client signature sheets no later than the fifth (5th) day of the following month of funds being requested. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report within thirty (30) days of the end of the SUBGRANTEE’s fiscal year.

SECTION X

AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII

INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE’s negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII

TERMINATION
The COUNTY may terminate this AGREEMENT at anytime hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A “material breach” of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the requirements of this AGREEMENT as set forth in Section II, and further outlined in Exhibit “A”: failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV
ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the prior written approval of the COUNTY having been first obtained. Any such action without prior written approval shall be deemed a breach of agreement.

SECTION XV
UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI
SEVERABILITY
If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII

APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX

NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: Mike Haval
Chief Executive Officer
Loaves & Fishes Community Pantry
1871 High Grove Lane
Naperville, IL 60540

TO: DuPage County Department of Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed
SECTION XX

HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT. See attached sheet for additions.

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

COUNTY OF DUPAGE
("COUNTY")

BY: ___________________________ DATE: ______________
   DANIEL J. CRONIN, CHAIRMAN
   DUPAGE COUNTY BOARD

ATTEST: ___________________________
         DATE: ______________
         PAUL HINDS, COUNTY CLERK

LOAVES & FISHES COMMUNITY PANTRY
("SUBGRANTEE")

Signature on File

BY: ___________________________ DATE: January 25, 2018
   Michael J. Havacs

TITLE: CEO

Signature on File

ATTEST: ___________________________ DATE: ______________
EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246, and all regulations issued pursuant thereto (CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (Illinois Revised Statute Chapter 68, Section 1-10 etc. seq.).
EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DU PAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHED
INTER-GOVERNMENTAL 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 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. 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 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, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

<table>
<thead>
<tr>
<th>Individual</th>
<th>Pharmacy-Non Corporate</th>
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<tbody>
<tr>
<td>Sole Proprietorship</td>
<td>Pharmacy/Funeral Home/Cemetery Corp.</td>
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<tr>
<td>Partnership</td>
<td>Tax Exempt</td>
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<td>Limited Liability Company (select applicable tax classification)</td>
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<tr>
<td>Governmental Unit</td>
<td>C = corporation</td>
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<tr>
<td>Estate or Trust</td>
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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 $1,039,715.00 of which $1,039,715.00 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 G-18B11LCOSR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. Term. This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, 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

By: __________________________
Signature of Sean McCarthy, Director

By: __________________________
Signature of Designee

Date:

Printed Name:

Printed Title: Designee

DUPAGE COUNTY

By: __________________________
Signature of Authorized Representative

Date: ____________

Printed Name: Mary Keating

Printed Title: Director

Email: Mary.Keating@dupageco.org

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

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
Page 2 of 46
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

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

(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 an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and 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 Revenue 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 $25,000. 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, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made or 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 following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

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

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph Error! Reference source not found.. Reference source not found.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.
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. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee 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 in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the 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.

4.3. 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.

4.4. 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.

4.5. 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 Grantor 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.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 7 of 46
4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. 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.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

> By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

**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 Award is incorporated herein as an attachment. 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. See 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 as an attachment.
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. 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. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **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.

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**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 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix 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 institutions of higher education.

(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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

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

7.6. **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. See 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 7.5).

      (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. See 2 CFR 200.430(j)(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.

   (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.

7.7. Federal Requirements. All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. 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).

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program 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 contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 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) Educational Loan. Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) 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).

(f) 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.).

(g) 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).
(h) **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.

(i) **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.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order 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.).

(k) **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 (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **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.

(m) **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.

(n) **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.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent 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 (30 ILCS 500/50-10.5).

(p) **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).

(q) **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.

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(r) **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.

(s) **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).

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

### 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. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

### ARTICLE X
**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (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 Part 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-awardees are also subject to certification and disclosure. Pursuant to Appendix 11(1) 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 200.333, unless a different retention period is specified in 2 CFR 200.333. 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.


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the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. 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 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be 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 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(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 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

13.4. 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.

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 F must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. 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. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. 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, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; 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.

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 set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) 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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 audit period.

(b) 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 more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAA5).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 17 of 46
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 200.339(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) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; 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 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 200.207. 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 200.338. 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.

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 200.341.

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

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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 200.342.

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 200.339(c).

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.

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.

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, SAM registration status, Related Parties, or address. See 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. 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

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 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 governance structure. 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


21.2. 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 (30 ILCS 500/50-13). 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. 2 CFR 200.64.

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. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the State of Illinois

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transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **Prohibition against Disposition/Encumbrance.** The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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.

**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 Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee 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. **Purchase and 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

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. **Liability.** 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 22 of 46
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.** 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **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.

26.14. **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.

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

26.16. **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant 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 Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XII. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department’s Annual Consolidated Plan, and any other regulations and policies promulgated by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by federal or state law, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 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 Granter. Payment shall be initiated upon the Granter’s approval of eligible costs and cash amount requested for reimbursement of those costs.

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Granter in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
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 said change of address and a formal modification will be executed.

GRANTOR CONTACT

<table>
<thead>
<tr>
<th>Name</th>
<th>Jennifer Barnes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Grant Manager</td>
</tr>
<tr>
<td>Address</td>
<td>500 E Monroe St</td>
</tr>
<tr>
<td>Phone</td>
<td>217-558-0480</td>
</tr>
<tr>
<td>TTY#</td>
<td>(800) 785-6055</td>
</tr>
<tr>
<td>Fax#</td>
<td>N/A</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:Jennifer.Barnes@illinois.gov">Jennifer.Barnes@illinois.gov</a></td>
</tr>
</tbody>
</table>

GRANTEE CONTACT

<table>
<thead>
<tr>
<th>Name</th>
<th>Mary Keating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Director</td>
</tr>
<tr>
<td>Address</td>
<td>421 North County Farm Road</td>
</tr>
<tr>
<td>Phone</td>
<td>630-407-6420</td>
</tr>
<tr>
<td>TTY#</td>
<td>N/A</td>
</tr>
<tr>
<td>Fax#</td>
<td>630-407-6501</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:Mary.Keating@dupageco.org">Mary.Keating@dupageco.org</a></td>
</tr>
</tbody>
</table>

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: _________________________________

State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File

Authorized Designee: Lisa Hamilton
Authorized Designee Title: L&R Coordinator
Authorized Designee Phone: (630) 407-6416

Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature: Signature on File
Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File
Authorized Designee: Jennifer Pitsenbarger
Authorized Designee Title: Division I Assistant
Authorized Designee Phone: (630) 407-6421

Authorized Designee Signature: [Signature on File]
Authorized Signatory Approval: [Signature on File]

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch
Email: externalauditunit@illinois.gov
Phone: (312) 814-4057
Fax: (312) 793-0338
Address: 100 West Randolph
         Suite 3-400
         Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson
Email: Lisa.Hodson@illinois.gov
Phone: 217-785-6417
Fax#: N/A
Address: 500 E Monroe St
         Springfield, IL 62701
See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special 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 Department 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).

28.2. Audit Submission. The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address:

    externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

    Illinois Department of Commerce and Economic Opportunity
    Office of Accountability
    External Audit Section
    500 East Monroe Street
    Springfield, Illinois 62701

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.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. 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. Any additional interest earned on Grant Funds above $500 per year must be returned to the Granter pursuant to paragraphs 4.2 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. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter as provided in Article XIII herein. If applicable, the Granter 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 30.2 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 6.3 herein, which would not ordinarily require approval from Granter, 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 Granter 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 Granter:

(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 contracting with any Federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to 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 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;

(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; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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 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 260S) 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 200.338 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.

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 Grant. 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, Grant number, modification 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 State of Illinois.

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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 C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, 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 Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

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 Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

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.

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 Historic Preservation Agency. 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 Historic Preservation Agency. 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 violence, or who has a family or household member who is a victim of domestic 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 manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **Minorities, Females, 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, Females, 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 Grant 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.
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.

38.3. Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph S.3 herein, once Grantee completes a specific condition, Grantor shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

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.
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 13.3(a) 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 grant.

April 2018
• Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018
• Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018
• Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019
• Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019
• End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
• End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

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 to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Sub-recipient(s)

The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation

In addition to the payment methods described in Article IV, 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. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs

Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications

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Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

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 in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may 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 grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation 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 Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

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 non-Federal entity. 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 non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

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

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes...
real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department's written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable 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 the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles. as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department 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. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee's performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee's progress in becoming compliant with this requirement. The Grantee's failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

Publication, Reproduction and Use of Material
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department 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.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

**Debarment**

In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

**Bond and Depository Insurance Requirements**

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.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

**No Discrimination in Services**

Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

**Fraud and/or Abuse**

Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described by the State of Illinois.
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors 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.

Political Activity
Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

**Persons:** 11

**Outcome Target:** 17

**CSBG Goal #:** 01

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

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**01.021 Career Counseling (1)**

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

**Persons:** 9

**Outcome Target:** 15

**CSBG Goal #:** 01

**Outcome Measure(s):**
- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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**01.031 Job Search (1)**

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

**Persons:** 24

**Outcome Target:** 38

**CSBG Goal #:** 01

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
05.03 Individuals who demonstrated improved mental and behaviors

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
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<tr>
<td>$25,000.00</td>
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<td>$2,500.00</td>
<td>$0.00</td>
<td>$27,500.00</td>
</tr>
</tbody>
</table>

Education and Cognitive Development

02.061 Educational Financial Aid Assistance (1)
DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

Persons: 6

Outcome Measure(s):
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
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</table>

Income, Infrastructure, and Asset Building

03.011 Training and Counseling Services (1)
The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

Persons: 60

Outcome Measure(s):
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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<td>$41,885.00</td>
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</tbody>
</table>

Housing

04.011 Housing Payment Assistance (1)
DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

Persons: 15

Outcome Measure(s):
04.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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**Outcome Measure(s):**

04.02 A Households who maintained safe and affordable housing for 90 days

04.05 Households who avoided eviction

04.06 Households who avoided foreclosure

**Program Support** $112,922.00  
**Client Assistance** $15,000.00  
**Administration** $3,500.00  
**Special** $0.00  
**Total** $131,422.00

**04.041 Housing Placement/Rapid Re-Housing (1)**

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

**Persons:** 80  
**Outcome Target:** 80

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**

04.01 Households experiencing homelessness who obtained safe temporary shelter

**Program Support** $50,000.00  
**Client Assistance** $0.00  
**Administration** $3,000.00  
**Special** $0.00  
**Total** $53,000.00

**04.042 Housing Placement/Rapid Re-Housing (2)**

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

**Persons:** 9  
**Outcome Target:** 9

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**

04.01 Households experiencing homelessness who obtained safe temporary shelter

05.03 Individuals who demonstrated improved mental and behavioral health and well-being

**Program Support** $20,000.00  
**Client Assistance** $0.00  
**Administration** $1,500.00  
**Special** $0.00  
**Total** $21,500.00

**Health and Social/Behavioral Development (Includes nutrition)**

**Total Persons:** 2,980  
**Total Outcome:** 2,988

**05.061 Dental Services, Screenings and Exams (1)**

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

**Persons:** 300  
**Outcome Target:** 301

**CSBG Goal #:** 01

**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**

05.02 Individuals who demonstrated improved physical health and well-being

**Program Support** $62,000.00  
**Client Assistance** $500.00  
**Administration** $5,050.00  
**Special** $0.00  
**Total** $67,550.00
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

Persons: 2580

Outcome Target: 2580

CSBG Goal #: 01

Outcome Measure(s):

05.02 Individuals who demonstrated improved physical health and well-being
05.04 Individuals who improved skills related to the adult role of parents/caregivers

Program Support $34,000.00
Client Assistance $0.00
Administration $2,000.00
Special $0.00
Total $36,000.00

Service: Supporting Multiple Domains

07.011 Case Management (1)

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

Persons: 70

Outcome Target: 120

CSBG Goal #: 01

Outcome Measure(s):

01.02 Unemployed adults who obtained employment (up to a living wage)
01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits
02.05 Parents/caregivers who improved their home environments
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action A

Program Support $75,000.00
Client Assistance $12,500.00
Administration $3,500.00
Special $0.00
Total $91,000.00

07.031 Referrals (1)

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

Persons: 4800

Outcome Target: 4800

CSBG Goal #: 01

Outcome Measure(s):

05.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

Program Support $261,588.00
Client Assistance $0.00
Administration $1,750.00
Special $0.00
Total $263,338.00

07.101 Legal Assistance (1)
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Outcome Measure(s):**
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
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**Outcome Measure(s):**
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

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**Outcome Measure(s):**
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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**Agency Capacity Building**

**Outcome Target:** 3

**Outcome Measure(s):**
09.01.1 Agency Capacity Building Activities (1)

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3

**Outcome Target:** 3

**Outcome Measure(s):**
09.01.1 Individuals served through agency capacity building activities

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<tr>
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**Outcome Measure(s):**
00.02 Hours of Agency Staff in capacity building activities

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**Grant 18-231028 Work Program Totals**

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Attachment B. Uniform Grant Budget
## Section A: State of Illinois Funds

### Revenues

State of Illinois Grant Amount Requested

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<tr>
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### Budget Expenditure Categories

1. Personnel (200.430)
   - Fringe Benefits (200.431)
     - Travel (200.474)
   - Equipment (200.439)
   - Supplies (200.94)
   - Contractual/Subawards (200.318 and .92)
   - Consultant (200.459)
   - Construction
   - Occupancy (200.465)
   - Research and Development (200.87)
   - Telecommunications (200.94)
   - Training and Education (200.472)
   - Direct Administrative Costs (200.413)
   - Miscellaneous Costs
   - Grant Exclusive Line Item(s)

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<tbody>
<tr>
<td>$1,039,715.00</td>
<td></td>
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</tbody>
</table>

16. Total Direct Costs (add lines 1-15)  
17. Total Indirect Costs (200.414)  
18. Total Costs State Grant Funds (Lines 16 and 17)
**Grantee:** DuPage County  

**NOFO Number:** 0  

**Grant Number:** 18-231028  

**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 Organization 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.

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

<table>
<thead>
<tr>
<th>Period Covered By NICRA: From:</th>
<th>To:</th>
<th>Approving Federal or State Agency:</th>
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<table>
<thead>
<tr>
<th>Indirect Cost Rate:</th>
<th>%</th>
<th>The Distribution Base Is:</th>
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</table>
Grantee: DuPage County

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

Institution/Organization: DuPage County
Signature: [Signature on File]
Printed Name: Mary A. Keating
Title: Director
Phone: (630) 407-6457
Date: 1/17/18

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.
## Final Budget Amount Approved

<table>
<thead>
<tr>
<th>Final Budget Amount Approved</th>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
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<td>1/2/18</td>
<td>Signature on File</td>
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## Budget Revision Approved

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<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

### §200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for Clarification/Resolution:</td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to: subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td>Conditions:</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>How to Resolve:</td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>Timeframe:</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
</tbody>
</table>
6.A.4.e

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**

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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**

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

---

Printed Name: Eric Gardner
Title: Director of Philanthropy
Date: Feb 5, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO CATHOLIC CHARITIES TO ASSIST
80 HOMELESS RESIDENTS IN ECONOMIC DISTRESS
DUE TO POVERTY AND/OR LONG-TERM UNEMPLOYMENT WITH
TEMPORARY HOUSING AND CASE MANAGEMENT SERVICES
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $50,000.00)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to Catholic Charities, to maintain a temporary housing facility for those in economic distress due to poverty and/or long-term unemployment, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to assist 80 homeless residents in economic distress due to poverty and/or long term unemployment with temporary housing and case management services, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to Catholic Charities, 16555 Weber Road, Crest Hill, IL 60403, for a total amount of $50,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1)(b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT:  
MOVER:    Tonia Khouri, District 5  
SECONDER: Elizabeth Chaplin, District 2  
AYES:     Chaplin, Grant, Hart, Khouri, Larsen  
ABSENT:   Sam Tomatore  

# PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

## NEW PURCHASE ORDER REQUEST

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<th>CONTRACT TERM</th>
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## SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Other Professional Services - Detailed Vetting Process Required

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**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**

| Vendor: Catholic Charities | Vendor #: 10572 |  |  |
| Attn: Glen Van Cura |  |  |  |
| Address: 16555 Weber Road |  |  |  |
| City: Crest Hill | State: IL | Zip: 60403 |  |
| Phone: 815-723-3405 |  |  |  |

**Send Invoices To:**

| Dept: Community Services | Division: CSBG Grant |  |
| Attn: Gina Strafford-Ahmed |  |  |
| Address: 421 N. County Farm Road | Room: |  |
| City: Wheaton | State: IL | Zip: 60187 |  |
| Phone: 630-407-6444 | Fax: |  |

**Send Payments To:**

| Vendor: Catholic Charities | Vendor #: 10572 |  |
| Attn: Glen Van Cura |  |  |
| Address: 16555 Weber Road |  |  |
| City: Crest Hill | State: IL | Zip: 60403 |  |
| Phone: 815-723-3405 |  |  |

**Ship To:**

| Dept: Community Services | Division: CSBG Grant |  |
| Attn: Gina Strafford-Ahmed |  |  |
| Address: 421 N. County Farm Road | Room: |  |
| City: Wheaton | State: IL | Zip: 60187 |  |
| Phone: 630-407-6444 | Fax: |  |

**Payment Terms**

| F.O.B. | PO 20 Delivery Date | Requisitioner |
| Use for |  |  |
| PER 50 ILCS 505/1 | Destination |  |

**Use for PO25 only**

**Contract Administrator**

| Contract Start Date | Contract End Date |  |
|  | Jan 1, 2018 | Dec 31, 2018 |

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<th>Sub-Accts and/or Activity #</th>
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<td>Contract purchase order to assist 80 homeless residents with temporary housing and counseling, case management, budgeting assistance, job search assistance, transportation, assistance, job skills/training, and will be linked to various other resources in DuPage County.</td>
<td>18</td>
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<td>1650</td>
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<td>18-231028 53824</td>
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**Requisition Total** $50,000

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Catholic Charities Hope House
Vendor #: 10572
Dept: Community Services
Contact: Gina Strafford-Ahmed
Phone: 6444

Contract Term: 1/1/18-12/31/18
Contract Total: $50,000.00
Assigned Committee: HHS

Description of Procurement/Scope of Work/Background
Catholic Charities Hope House provides shelter to the situationally homeless residents of DuPage County.

Reason for Procurement
$50,000 in CSBG funds will assist 80 homeless residents with counseling, case management, budgeting assistance, job search assistance, transportation assistance, job skills/training, and will be linked to various other resources in the County.

FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
- Budget Transfer (Date) ____________________ Add'l Information

DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # ____________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________________

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By
Date
Recommended for Approval
Date
IT Approval, if required
Date

REVIEWED BY (Initials Only)

Buyer
Date
Procurement Officer
Date
Chief Financial Officer
Date
(Decision Memos Over $25,000)

Packet Pg. 348
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

||
| Requesting Department: Community Services | Department Contact: Gina Strafford-Ahmed |
| Contact Email: gina.strafford@dupageco.org | Contact Phone: 6444 |
| Vendor Name: Catholic Charities Hope House | Vendor #: |

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide shelter to homeless residents of DuPage County. Funding is status quo $50,000.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support homeless families by providing shelter, counseling, case management, and follow up. Providing funding to Catholic Charities is important to help our residents obtain housing once they have been evicted or their home foreclosed. CSBG has funded this program for over 25 years.

**Strategic Impact**

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency. Program will address each of these areas with a focus on economic self-sufficiency.

**Source Selection/Vetting Information** - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. Catholic Charities is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Issue a sub grante agreement with Catholic Charities for $50,000. This will allow homeless families to have a safe place to stay and receive other services to establish permanent housing.

2) Do not fund the program and run the risk that families will be forced to live without shelter in their cars or on our streets.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

1/1/18-12/31/18 $50,000 CSBG
1/1/17-12/31/17 $50,000 CSBG
1/1/16-3/31/17 $50,000 CSBG
1/1/15-3/31/16 $50,000 CSBG
1/1/14-3/31/15 $50,000 CSBG
2018 Community Services Block Grant Proposal

Catholic Charities, Diocese of Joliet desires to participate as a sub-grantee of the County’s Community Services Block Grant. Catholic Charities is requesting $50,000 for Hope House Shelter. Located in DuPage County, Hope House is a 24 hour, 18-bed shelter serving individuals and families made homeless by a crisis (e.g. job loss, divorce, depleted savings, eviction or home foreclosure). It provides short-term shelter and support services to assist and empower clients to find employment and permanent, stable housing leading to self-sufficiency. Hope House also operates a 24 hour toll free crisis hotline, which serves as a primary access point for all those in DuPage County seeking homeless services.

In FY 2017, Hope House served 146 individuals (44 children ages 1-17; 94 adults ages 18-59 and 8 seniors 60+). Of the total served, 53 were Caucasian; 82 African-American; 2 Asian; 2 Native American, and 7 bi-racial. During the past fiscal year, 70% of Hope House clients obtained full-time employment earning enough income to obtain permanent, stable housing in the community.

The funding requested through the County’s Community Services Block Grant will be used to perform the following activities for the benefit of the County in a timely fashion:

1. Maintain a 24 hour, 7 day crisis line to serve as a central clearinghouse for all shelter needs in DuPage
2. Screen, assess and refer clients in need of shelter
3. Carefully screen potential residents particularly regarding substance abuse or serious mental illness and the ability to become self-sufficient with staff assistance
4. House, on a temporary basis, 80 CSBG eligible individuals (125% of the Federal Poverty Level) at an average of five days per client ($125.00 cost per day per client)
5. Provide counseling regarding employment and permanent housing
6. Have on call 24 hours per day, a staff member with a Masters of Social Work or equivalent degree and experience
7. Obtain proof of 90 day income and maintain client file
8. Comply with all assurances as further detailed in Exhibit “A” attached hereto and incorporated as part of the 2018 Community Service Block Grant Agreement

Based on previous awards, Catholic Charities Diocese of Joliet estimates the CSBG funds will be expended within the calendar year of 2018.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CATHOLIC CHARITIES FOR
COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this 1st day of January, 2018, by and between
the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices
located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and CATHOLIC CHARITIES
("SUBGRANTEE"), a not-for-profit corporation, with offices at 16555 Weber Road, Crest Hill, IL
60403.

SECTION I

STATEMENT OF PURPOSE

The COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds
from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by
the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires
and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to
COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and
hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions
hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

In consideration of receiving CSBG funds from the COUNTY, the SUBGRANTEE shall
perform the following activities for the benefit of the COUNTY in a timely fashion:

1. Maintain a 24 hour, 7-day crisis line to serve as a central clearinghouse for all shelter needs
   in DuPage;
2. Screen, assess and refer clients in need of shelter;
3. Carefully screen potential residents particularly regarding substance abuse or serious
   mental illness and the ability to become self-sufficient with staff assistance;
4. House, on a temporary basis, 80 CSBG eligible individuals (125% of the Federal Poverty
   Level) at an average of five days per client ($125.00 cost per day per client);
5. Provide counseling regarding employment and permanent housing;
6. Have on call 24 hours a day, a staff member with a Masters of Social Work or equivalent
   degree and experience;
7. Obtain proof of 90-day income and maintain client file;
8. Provide COUNTY CSBG applications within 30 days of completion;
9. Bill COUNTY monthly for expenses incurred;
10. Comply with all assurances as further detailed in Exhibit "A," attached hereto and
    incorporated herein as part of this Agreement.

SECTION III

AMOUNT OF THE GRANT
The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $50,000.00. Invoicing will be made monthly, based upon expenses incurred, and must include supporting client documentation for expenses billed. Final invoice must be received by January 31, 2019.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this Grant. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fall significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Grant are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein by December 31, 2018.
A. **Assurances:** The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2018 - December 31, 2018.)

B. **Equal Opportunity:** The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including Equal Opportunity Certification (See Exhibit "B").

C. **Non-Discrimination:** The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to insure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

D. **Appearance of Impropriety:** SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. **Political Activities Restricted:** SUBGRANTEE agrees that neither the program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. **Retention of Records:** The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred and shall prepare and submit monthly progress reports that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) days notice from the COUNTY, all time sheets, billings, and other documentation, used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.

G. **Audit and Inspection of Records:** The SUBGRANTEE shall as often as deemed necessary by the Department of Commerce and Economic Opportunity or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the Department or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent
books, documents, papers, and records of any such contractor involving transactions related to the Grant for five (5) years from the final payment under the Grant. The term "contract:" as used in this clause excludes purchase orders not exceeding $2,500.00.

Subcontractors whose contract amount equals or exceeds $25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-133 ("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:
   - CFDA # 93.569
   - CFDA Title Community Services Block Grant
   - Award # G-13B11LCOSR
   - Federal Awarding Agency Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 16-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by DCEO for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE’S submission of claims.

The SUBGRANTEE shall provide all disbursement of grant funds on a monthly basis. Said reports shall include the SUBGRANTEE’S certification that work under third party contracts was performed in a satisfactory manner and in conformance with said third party contracts.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within three (3) working days of receipt.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT.
SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX

REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY a monthly progress report and or billing no later than the fifth (5th) day of the following month. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report and or annual report within thirty (30) days of the end of the SUBGRANTEE's fiscal year.

SECTION X

AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII

INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE's negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII

TERMINATION

The COUNTY may terminate this AGREEMENT at anytime hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.
A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY’S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A “material breach” of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the stated purposes of this AGREEMENT as set forth in Section II, and further outlined in Exhibit “A,” failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV
ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the written approval of the COUNTY having been first obtained.

SECTION XV
UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY’S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI
SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII
APPLICABLE LAW & VENUE

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes...
that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX

NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: Catholic Charities
16555 Weber Rd
Crest Hill, IL 60403
Attention: Glenn Van Cura

TO: DuPage County Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed
The Section headings of this AGREEMENT are for convenience and reference only and in no way define, limit or describe the scope or intent of this AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates hereafter indicated to be effective on the date first written above:

COUNTY OF DUPAGE
("COUNTY")

BY: ________________________________ DATE: ________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: ________________________________ DATE: ________________
PAUL HINDS, COUNTY CLERK

CATHOLIC CHARITIES
("SUBGRANTEE")

Signature on File
BY: ________________________________ DATE: 1/24/2018

TITLE: Executive Director

Signature on File
ATTEST: ________________________________ DATE: 1/24/2018
EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, et. seq.), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (775 ILCS 5/1-101 et. seq.).
EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY
SERVICES BLOCK GRANT PROGRAM, COUNTY OF DUPAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C

SEE ATTACHED
INTER-GOVERNMENTAL 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 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. 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 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, that 366066551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 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 G-18B11LC08, the Federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2017**. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is **Community Services Block Grant** and Number is **93.569**. The Catalog of State Financial Assistance (CSFA) Number is **420-75-0091**.

1.4. **Term.** This Agreement shall be effective on **01/01/2018** and shall expire on **12/31/2018**, 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**

By: ______________________________
Signature of Sean McCarthy, Director

By: ______________________________
Signature of Designee

Date: ______________________________
Printed Name: ______________________________
Printed Title: ______________________________

By: ______________________________
Signature of First Other Approver, if Applicable

Date: ______________________________
Printed Name: ______________________________
Printed Title: ______________________________

By: ______________________________
Signature of Second Other Approver, if Applicable

Date: ______________________________
Printed Name: ______________________________
Printed Title: ______________________________

**DUPAGE COUNTY**

*Signature on File*

By: ______________________________
Signature of Authorized Representative

Date: 1/1/18
Printed Name: Mary Keating
Printed Title: Director
Email: Mary.Keating@dupageco.org

**State of Illinois**

**INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017**

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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

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

(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 an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and 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 Revenue 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 $25,000. 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, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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ARTICLE III
DEFINITIONS

3.1. **Definitions.** Capitalized words and phrases used in this Agreement have the following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
- "Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

- "GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

- "Grant Funds" has the same meaning as in 30 ILCS 705.

- "Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

- "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 7000.20.

- "Net Revenue" means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

- "Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

- "Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

- "OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

- "Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

- "Profit" means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "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.

- "Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

- "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); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

- "State" means the State of Illinois.

- "Term" has the meaning set forth in Paragraph Error! Reference source not found. Reference source not found.

- "Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
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. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee 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 in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 7 of 46
Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. 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.

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

   By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

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 Award is incorporated herein as an attachment. 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. See 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 as an attachment.
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. 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. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **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 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix 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 institutions of higher education.

(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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(B)).

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

7.6. 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. See 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 7.5).

(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. See 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.

(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.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **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).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program 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 contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 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) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **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).

(f) **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.).

(g) **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).
(h) 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.

(i) 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.).

(j) 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.).

(k) 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 (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) 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.

(m) 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.

(n) 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.

(o) Criminal Convictions. Grantee certifies that neither it nor any managerial agent 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 (30 ILCS
500/50-10.5).

(p) 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).

(q) 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.
(r) **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.

(s) **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).

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

**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. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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- and 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 (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 Part 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-awardees are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Granter.

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 200.333, unless a different retention period is specified in 2 CFR 200.333. 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 200.336, 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, and the Illinois Secretary of State, as required.
the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. 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 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be 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 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(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 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

13.4. 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.

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 F must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. 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. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. 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, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; 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.

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 set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) 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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 audit period.

(b) 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 more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

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 State of Illinois

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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 200.339(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) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; 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 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 200.207. 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 200.338. 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.

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 200.341.

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 termination shall be paid to the extent allowed by law.
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 200.342.

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 200.339(c).

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.

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.

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, SAM registration status, Related Parties, or address.
See 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. 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

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 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 governance structure. 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


21.2. 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 (30 ILCS 500/50-13). 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. 2 CFR 200.64.

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. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by
Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of
sale therefor.

22.2. **Prohibition against Disposition/Encumbrance.** The Grantee is prohibited from, and may not sell,
transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real
property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds
must comply with the requirements of 2 CFR 200.311.

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.

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 Grantor funds are used
in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written
materials, Grantee 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. **Purchase and 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

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. Liability. 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 State of Illinois

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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.** 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **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.

26.14. **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.

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

26.16. **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
Grantee must complete the Grant 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 Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

**PROJECT DESCRIPTION:**

**Program Objective**

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XII. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department’s Annual Consolidated Plan, and any other regulations and policies promulgated by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by federal or state law, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 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.

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
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 said change of address and a formal modification will be executed.

GRANTOR CONTACT

Name: Jennifer Barnes
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-558-0480
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Jennifer.Barnes@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 North County Farm Road
3rd Floor
Wheaton, IL 60187-3978
Phone: 630-407-6420
TTY#: N/A
Fax#: 630-407-6501
Email Address: Mary.Keating@dupageco.org

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: ________________________________

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

Authorized Designee Signature: ________________________________
Authorized Signatory Approval: ________________________________

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG
Authorized Designee Signature: 
Authorized Signatory Approval: 

Authorized Designee: Lisa Hamilton
Authorized Designee Title: L&R Coordinator
Authorized Designee Phone: (630) 407-6165
Authorized Designee Signature: 
Authorized Signatory Approval: 

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165
Authorized Designee Signature: 
Authorized Signatory Approval: 

Packet Pg. 389
Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch  
Email: externalauditunit@illinois.gov  
Phone: (312) 814-4057  
Fax: (312) 793-0338  
Address: 100 West Randolph  
Suite 3-400  
Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson  
Email: Lisa.Hodson@illinois.gov  
Phone: 217-785-6417  
Fax#: N/A  
Address: 500 E Monroe St  
Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special 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 Department 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).

28.2. **Audit Submission.** The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, Illinois 62701

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.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. **Penalty for Non-Interest Bearing Account.** If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. **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. Any additional interest earned on Grant Funds above $500 per year must be returned to the Granter pursuant to paragraphs 4.2 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. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter as provided in Article XIII herein. If applicable, the Granter 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 30.2 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 6.3 herein, which would not ordinarily require approval from Granter, 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 Granter 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 Granter:

(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 contracting with any Federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to 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 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;

(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; and
Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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 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. Codie Part 260S) 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 200.338 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.

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 Grant. 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, Grant number, modification 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.

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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 C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, 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 Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

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 Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

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.

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 Historic Preservation Agency. 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 Historic Preservation Agency. 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 violence, or who has a family or household member who is a victim of domestic 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 manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **Minorities, Females, 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, Females, 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 Grant 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.
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 Granter of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Granter 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 Granter or her or his authorized designee.

38.3. Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph 5.3 herein, once Grantee completes a specific condition, Granter shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

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 Granter 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 Granter 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 Granter. 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.
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 13.3(a) 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 grant.

**April 2018**
- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

**July 2018**
- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

**October 2018**
- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

**January 2019**
- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

**March 2019**
- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
• End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

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 to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Sub-recipient(s)
The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation
In addition to the payment methods described in Article IV, 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. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to expend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

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 in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may 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 grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation 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 Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

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 non-Federal entity. 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 non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

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

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department's written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable 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 the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles, as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department 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. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability (“ROMA”) system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with “Organizational Standards for CSBG Eligible Entities” established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

Publication, Reproduction and Use of Material
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department 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.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
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.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described in the Agreement.
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors 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.

**Political Activity**

Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

<table>
<thead>
<tr>
<th>Persons: 11</th>
<th>Outcome Target: 17</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td></td>
</tr>
</tbody>
</table>

Outcome Measure(s):
01.01 Unemployed youth who obtained employment to gain skills or income.
02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
05.04 Individuals who improved skills related to the adult role of parents/caregivers

Program Support | Client Assistance | Administration | Special | Total |
-----------------|------------------|----------------|---------|-------|
$0.00            | $0.00            | $500.00        | $45,000.00 | $45,500.00 |

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

<table>
<thead>
<tr>
<th>Persons: 9</th>
<th>Outcome Target: 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
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</tr>
</tbody>
</table>

Outcome Measure(s):
01.05 Unemployed adults who obtained employment (with a living wage or higher)
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.06 Individuals engaged with the Community Action Agency who report improved financial well-being

Program Support | Client Assistance | Administration | Special | Total |
-----------------|------------------|----------------|---------|-------|
$0.00            | $0.00            | $500.00        | $75,000.00 | $75,500.00 |

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

<table>
<thead>
<tr>
<th>Persons: 24</th>
<th>Outcome Target: 38</th>
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</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td></td>
</tr>
</tbody>
</table>

Outcome Measure(s):
01.01 Unemployed youth who obtained employment to gain skills or income.
02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills.
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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<th>Administration</th>
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<th>Total</th>
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<tbody>
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<td>$25,000.00</td>
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<td>$27,500.00</td>
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</table>

Education and Cognitive Development

02.061 Educational Financial Aid Assistance (1)

DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

Persons: 6

CSBG Goal #: 01

Outcome Measure(s):

02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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<td>$14,782.00</td>
<td>$6,000.00</td>
<td>$1,500.00</td>
<td>$0.00</td>
<td>$22,282.00</td>
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</tbody>
</table>

Income, Infrastructure, and Asset Building

03.011 Training and Counseling Services (1)

The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

Persons: 60

CSBG Goal #: 01

Outcome Measure(s):

03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
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</table>

Housing

04.011 Housing Payment Assistance (1)

DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

Persons: 15

CSBG Goal #: 01

CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.
04.02.A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

Persons: 80
Outcome Target: 80
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

04.041 Housing Placement/Rapid Re-Housing (1)

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

Persons: 9
Outcome Target: 9
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

04.042 Housing Placement/Rapid Re-Housing (2)

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Medicaid/Medicare.

Persons: 300
Outcome Target: 301
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

05.061 Dental Services, Screenings and Exams (1)
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

### Outcome Measure(s): 05.01
- **Individuals who demonstrated improved physical health and well-being**
- **Individuals who improved skills related to the adult role of parents/caregivers**

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
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<td>$ 36,000.00</td>
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### Services: Supporting Multiple Domains

**07.01** Case Management (1)

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

<table>
<thead>
<tr>
<th>Persons: 70</th>
<th>Outcome Target: 120</th>
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</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td></td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
- **Unemployed adults who obtained employment (up to a living wage)**
- **Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits**
- **Parents/caregivers who improved their home environments**
- **Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills**
- **Individuals engaged with the Community Action A**

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 75,000.00</td>
<td>$ 12,500.00</td>
<td>$ 3,500.00</td>
<td>$ 0.00</td>
<td>$ 91,000.00</td>
</tr>
</tbody>
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### 07.03** Referrals (1)

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

<table>
<thead>
<tr>
<th>Persons: 4800</th>
<th>Outcome Target: 4800</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td></td>
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</tbody>
</table>

**Outcome Measure(s):**
- **Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage**

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
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<tr>
<td>$ 261,588.00</td>
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<td>$ 1,750.00</td>
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<td>$ 263,338.00</td>
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</table>
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25  
**Outcome Target:** 25  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

<table>
<thead>
<tr>
<th>Outcome Measure(s):</th>
<th>06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage</th>
</tr>
</thead>
</table>
| Program Support     | $20,000.00  
| Client Assistance   | $0.00  
| Administration      | $500.00  
| Special             | $0.00  
| **Total**           | $20,500.00 |

**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and services such as food, gas, clothing and furniture.

**Persons:** 400  
**Outcome Target:** 400  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

<table>
<thead>
<tr>
<th>Outcome Measure(s):</th>
<th>03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days</th>
</tr>
</thead>
</table>
| Program Support     | $112,988.00  
| Client Assistance   | $1,250.00  
| Administration      | $3,500.00  
| Special             | $0.00  
| **Total**           | $117,738.00 |

**07.121 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120  
**Outcome Target:** 120  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

<table>
<thead>
<tr>
<th>Outcome Measure(s):</th>
<th>03.08 Individuals engaged with the Community Action Agency who report improved financial well-being</th>
</tr>
</thead>
</table>
| Program Support     | $15,000.00  
| Client Assistance   | $0.00  
| Administration      | $1,000.00  
| Special             | $0.00  
| **Total**           | $16,000.00 |

**Agency Capacity Building**

<table>
<thead>
<tr>
<th>09.01.1 Agency Capacity Building Activities (1)</th>
</tr>
</thead>
</table>

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3  
**Outcome Target:** 3  
**CSBG Goal #:** 00  
**CSBG Goal:** CSBG Eligible Entity Capacity Building
**Outcome Measure(s):**
00.02  Hours of Agency Staff in capacity building activities

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 9,000.00</td>
<td>$ 9,000.00</td>
</tr>
</tbody>
</table>

**Grant 18-231028 Work Program Totals**

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 843,165.00</td>
<td>$ 35,250.00</td>
<td>$ 32,300.00</td>
<td>$ 129,000.00</td>
<td>$ 1,039,715.00</td>
</tr>
</tbody>
</table>
Attachment B. Uniform Grant Budget
Section A: State of Illinois Funds

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Summary</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Illinois Grant Amount Requested</td>
<td>$1,039,715.00</td>
<td></td>
</tr>
</tbody>
</table>

**Budget Expenditure Categories**

1. Personnel (200.430)
   - 0101 PERSONNEL (SALARIES & WAGES) $402,547.00
   - 0102 FRINGE BENEFITS $146,773.00
2. Fringe Benefits (200.431)
   - 0102 FRINGE BENEFITS $146,773.00
3. Travel (200.474)
   - 0103 TRAVEL $6,300.00
4. Equipment (200.439)
5. Supplies (200.94)
   - 0105 SUPPLIES $2,760.00
6. Contractual/Subawards (200.318 and .92)
   - 0106 CONTRACTUAL SERVICES $270,385.00
7. Consultant (200.459)
8. Construction
9. Occupancy (200.465)
10. Research and Development (200.87)
11. Telecommunications
   - 0111 TELECOMMUNICATIONS $1,700.00
12. Training and Education (200.472)
   - 0112 TRAINING AND EDUCATION $4,800.00
13. Direct Administrative Costs (200.413)
   - 0313 DIRECT ADMINISTRATIVE COSTS $32,300.00
14. Miscellaneous Costs
   - 0114 MISCELLANEOUS COSTS $7,900.00
15. Grant Exclusive Item(s)
   - 0201 CLIENT ASSIST. - BENEFITS $164,250.00
   - 0402 SPECIAL - T&TA $35,250.00
   - 0403 SPECIAL - ECON DEV/JOB TRAIN $9,000.00
   - 0403 SPECIAL - ECON DEV/JOB TRAIN $120,000.00
16. Total Direct Costs (add lines 1-15) $1,039,715.00
17. Total Indirect Costs (200.414)
   - Rate: N/A %
   - Base: N/A
18. Total Costs State Grant Funds (Lines 16 and 17) $1,039,715.00
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(S); or
   [ ] complies with other statutory policies.

5) [ ] No reimbursement of Indirect Cost is being requested.

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

Institution/Organization: DuPage County  
Signature: [Signature on File]  
Printed Name: MARY A. KEOZIG  
Title: Director  
Phone: (630) 407-6457  
Date: 1/17/18  

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.
## Agency Approval

<table>
<thead>
<tr>
<th>Agency Approval</th>
<th>STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE</th>
<th>AGENCY: Commerce &amp; Econ. Opportunity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name: DuPage</td>
<td>CSFA Description: Community Services Block Grant</td>
<td>NOFO #</td>
</tr>
<tr>
<td>CSFA Number: 420-75-0091</td>
<td>DUNS#</td>
<td>Fiscal Year(s): 2018</td>
</tr>
<tr>
<td>Grant Number: 18-231028</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Final Budget Amount Approved

<table>
<thead>
<tr>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature on File</td>
<td>1/2/18</td>
<td>Signature on File</td>
<td>1/2/18</td>
</tr>
</tbody>
</table>

### Budget Revision Approved

<table>
<thead>
<tr>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### $200,000 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

Packet Pg. 421
Attachment C. Exhibit H Continued

Special Conditions
Illinois Grant Accountability and Transparency
Programmatic Risk Assessment Questionnaire
DuPage County Department of Community Services
Special Conditions

<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for Clarification/Resolution:</td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to: intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to: the reporting of progress toward completion of the CSBG work program to meet scope and programmatic requirements. Program delivery may include, but is not limited to: subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to: maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td>Conditions:</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>How to Resolve:</td>
<td>The grantee must also provide documented proof of on site monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>Timeframe:</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of on site monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
</tbody>
</table>
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 chairperson, 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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- if information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

__________________________

Signature

Printed Name

Glenn Van Cura

Title

Executive Director

Date

1/10/2018

Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO PEOPLE’S RESOURCE CENTER
TO PROVIDE FOOD TO LOW INCOME RESIDENTS OF DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $30,000.00)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to People’s Resource Center, to provide food to low income residents of DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to provide food to low income residents of DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to People’s Resource Center, 201 N. Naperville Road, Wheaton, IL 60187, for a total amount of $30,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Sam Tornatore
Requisition 25k and over
HHS-P-0060-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 5, 2018</td>
<td>$30,000.00</td>
<td>1/1/2018 - 12/31/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

- Mary Keating  Completed  02/05/2018 1:13 PM
- Karen Graczyk  Completed  02/06/2018 9:42 AM
- Kathy Ostrowski  Completed  02/08/2018 11:19 AM
- James McGuire  Completed  02/08/2018 1:18 PM
- Paul Rafac  Completed  02/13/2018 7:49 AM
- Tom Cuculich  Completed  02/13/2018 2:34 PM
- Kathy Ostrowski  Completed  02/14/2018 8:08 AM
- Health & Human Services  Completed  02/20/2018 10:15 AM
- Finance Committee  Completed  02/27/2018 8:00 AM
- County Board  Completed  02/27/2018 10:00 AM
# Purchase Requisition

**Procurement Services Division**

## Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: People's Resource Center (PRC)</th>
<th>Vendor #: 10348</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Linda Cheatham</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 201 N. Naperville Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-682-5402</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

## Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Community Services</th>
<th>Division: CSBG Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Gina Strafford-Ahmed</td>
<td>Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6444</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

## Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: People's Resource Center (PRC)</th>
<th>Vendor #: 10348</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Linda Cheatham</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 201 N. Naperville Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-682-5402</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

## Ship To:

<table>
<thead>
<tr>
<th>Dept: Community Services</th>
<th>Division: CSBG Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Gina Strafford-Ahmed</td>
<td>Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-6444</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

## LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extensor |
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sub-grantee agreement purchase order to provide food assistance to low income households in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>53830</td>
<td>18-231028 53830</td>
<td>30,000.00</td>
<td>30,000</td>
<td></td>
</tr>
</tbody>
</table>

## Requisition Total: $30,000

### Header Comments

(these comments will appear on the PO20 and PO25 Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

### Special Instructions/Comments to Buyer or Approver

(these comments will NOT appear on the Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

### User Department Internal Notes

(these comments will NOT appear on the Purchase Order):
### Procurement Review Checklist
#### Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: People's Resource Center</th>
<th>Vendor #: 10348</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Community Services</td>
<td>Contact: Gina Strafford-Ahmed</td>
</tr>
<tr>
<td>Phone: 6444</td>
<td>Contract Term: 1/1/18-12/31/18</td>
</tr>
<tr>
<td>Assigned Committee: HHS</td>
<td>Contract Total: $30,000.00</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
Provide food to low income residents of DuPage County.

**Reason for Procurement**
$30,000 in CSBG funds will assist 3,000 low income households.

### FUNDING SOURCE
- [ ] Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
- [ ] Budget Transfer (Date) ________________

**DECISION MEMO NOT REQUIRED**
- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER SS ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER SS ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**
- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 30 ILCS 5/102 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

**Prepared By** ________________
**Date** Jan 26, 2018

**Recommended for Approval** ________________
**Date** Jan 26, 2018

**IT Approval, if required** ________________
**Date**

**REVIEWED BY (Initials Only)**

**Buyer** ________________
**Date** 2/8/18

**Procurement Officer** ________________
**Date** 2-8-18

**Chief Financial Officer** (Decision Memos Over $25,000)
**Date** 2-13-18

**Chairman’s Office** (Decision Memos Over $25,000)
**Date** 0-13-18
**Decision Memo**

**Procurement Services Division**

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Community Services</th>
<th>Department Contact: Gina Strafford-Ahmed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
<td>Contact Phone: 6444</td>
</tr>
<tr>
<td>Vendor Name: People's Resource Center (PRC)</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide food for low income County residents. $30,000 is needed to support the program and increase of $20,000.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support low income residents with food to prevent hunger.

**Strategic Impact**

Quality of Life  
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency. Program will address each of these areas with a focus on economic self-sufficiency.

**Source Selection/Vetting Information** - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. PRC is one of 3 food pantries that serve the whole County. They partner with Community Services and the Northern Illinois Food Bank to provide services to the community. CSBG funding is earmarked for the 3 pantries that serve the county.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) PRC at $30,000 to provide food to 3,000 households.

2) If funds are not provided 3,000 households would not have the basic food resources to maintain their households

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

- CSBG Grant Funds 1/1/18-12/31/18 $30,000
- CSBG Grant Funds 1/1/17-12/31/17 $10,000
- CSBG Grant Funds 1/1/16-12/31/17 $10,000
- CSBG Grant Funds 1/1/15-3/31/16 $10,000
- CSBG Grant Funds 1/1/16-3/31/16 $10,000

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**Packet Pg. 429**
People’s Resource Center
Community Service Block Grant (CSBG)

The People’s Resource Center (PRC) has been serving low-income families of DuPage County since 1975. PRC serves as a lifeline in times of crisis through its comprehensive assistance programs which include food pantries, clothing closets, financial assistance, computer training and access, adult literacy, art programs and job assistance at two full service locations, Wheaton and Westmont. Both locations serve DuPage County residents.

For calendar year 2018, PRC is requesting $30,000 of CSBG grant funding to supply food to approximately 3000 low-income households in DuPage County. Food will be purchased from the Northern Illinois Food Bank, a part of Feeding America, and will supply 7-10 days worth of nutritious food for low-income residents. The CSBG grant funds will be expended within approximately 3 months and all food will be distributed through PRC’s two food pantry locations.

PRC’s food pantries offer fresh produce, meat, dairy, canned goods, and household staples to our neighbors in need. During a pantry visit, clients are given a shopping cart and are encouraged to select the foods that are right for their household, rather than receiving a pre-packed box. This approach promotes an atmosphere of dignity and respect.

Those receiving services at PRC complete an intake and needs assessment. During the intake process, clients self-attest to their income level by signing the required Illinois Department of Human Services signature sheets. To meet CSBG requirements, the monthly service report that PRC completes for the Northern Illinois Food Bank will be provided to verify those who were served. All CSBG funding will be utilized during calendar year 2018.

For questions about PRC’s services please contact:

Christina LePage
Senior Director of Programs
People’s Resource Center
clepage@peoplesrc.org
630-384-1335

Revised 1/16/17 (C. LePage)
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND PEOPLE'S RESOURCE CENTER
FOOD PANTRY FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into this 1st day of January, 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and PEOPLE'S RESOURCE CENTER (hereinafter called "SUBGRANTEE"), located at: 201 N. Naperville Road, Wheaton, IL 60187.

SECTION I
STATEMENT OF PURPOSE

The COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II
REQUIREMENTS OF SUBGRANTEE

SUBGRANTEE will perform in a timely fashion for the benefit of the COUNTY, the following activities:

1. SUBGRANTEE will provide food assistance for approximately 3,000 residents.
2. SUBGRANTEE will screen households and complete food pantry intake/assessments on approximately 3,000 residents.
3. SUBGRANTEE will purchase food through the Northern Illinois Food Bank.
4. SUBGRANTEE will serve any resident of DuPage County, no DuPage County village or city boundary restriction.
5. SUBGRANTEE will provide NIFB reporting totaling 3,000 residents for verification of food pantry use by December 31, 2018.
6. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

These activities are not inclusive, and are further outlined in Exhibit "A", attached hereto and made a part of this Agreement.

SECTION III
AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $30,000.00 to purchase food and other household goods for the food pantry program. Upon execution of the
grant the SUBGRANTEE will invoice the COUNTY for $15,000 during the first quarter of the grant by March 31, 2018. The remaining $15,000 may be invoiced after July 1, 2018. Funds must be reported out and expended by December 31, 2018.

SECTION IV
FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this Grant. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fall significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Contract are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V
TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT, SUBGRANTEE shall complete all activities described herein by December 31, 2018.
SECTION VI

CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B" attached hereto and made a part of this AGREEMENT. (January 1, 2018- December 31, 2018)

B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including (a) Equal Opportunity Certification (See Exhibit "B" attached).

C. Non-Discrimination: The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

D. Appearance of Impropriety: SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. Political Activities Restricted: SUBGRANTEE agrees that neither the community's program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. Retention of Records: The SUBGRANTEE shall maintain records to show costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North COUNTY Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain supporting documentation for five (5) years after the final audit of the grant is completed.

G. Audit and Inspection of Records: The SUBGRANTEE shall as often as deemed necessary by the COUNTY, the DCEO or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the COUNTY, DCEO or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers,
and records of any such contractor involving transactions related to the contract for five (5) years from the final payment under the contract. The term "contract:" as used in this clause excludes purchase orders not exceeding $2,500.00.

Subgrantees whose grant amount equals or exceeds $25,000 annually and who are subject to the provisions of OMB Circular A-128 or A-133 shall provide a copy of their most recent audit report or financial statements to the DuPage COUNTY Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:
   - CFDA #: 93.569
   - CFDA Title: Community Services Block Grant
   - Award #: G-13B11LCOSR
   - Federal Awarding Agency: Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by the Illinois Department of Commerce and Economic Opportunity for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of reasonable claims that are properly invoiced and documented.

The SUBGRANTEE shall provide on a form prepared by the COUNTY, all disbursement of grant funds on a monthly basis if applicable. Said reports shall include the SUBGRANTEE'S certification, under oath, that work under third party contracts was performed in a satisfactory manner and in conformance with said third party contracts.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within fourteen (14) working days of receipt.
COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX

REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY client signature sheets no later than the fifth (5th) day of the following month of funds being requested. In addition, SUBGRANTEE shall submit to the COUNTY an annual performance report within thirty (30) days of the end of the SUBGRANTEE's fiscal year.

SECTION X

AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII

INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE's negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII

TERMINATION
The COUNTY may terminate this AGREEMENT at anytime hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A “material breach” of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the requirements of this AGREEMENT as set forth in Section II, and further outlined in Exhibit “A,” failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV
ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the prior written approval of the COUNTY having been first obtained. Any such action without prior written approval shall be deemed a breach of agreement.

SECTION XV
UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI
SEVERABILITY
If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII
APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII
RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX
NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as set forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: People's Resource Center
201 N. Naperville Road
Wheaton, IL 60187
Attention: Jennifer Fabian, Executive Director

TO: DuPage County Department of Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed
SECTION XX

HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT. See attached sheet for additions.

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

COUNTY OF DUPAGE
("COUNTY")

BY: ________________________________ DATE: ______________

DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

ATTEST: ________________________________ DATE: ______________

PAUL HINDS, COUNTY CLERK

PEOPLE'S RESOURCE CENTER
("SUBGRANTEE")

BY: Signature on File DATE: 1/25/18

TITLE: Executive Director

Signature on File

ATTEST: ______________ DATE: 1/25/18
EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246, and all regulations issued pursuant thereto (CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (Illinois Revised Statute Chapter 68, Section 1-10 etc. seq.).
EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DU PAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHED
INTER-GOVERNMENTAL 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 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. 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 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, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 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 G-18B11LCOSR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. **Term.** This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, 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**

By: __________________________
Signature of Sean McCarthy, Director

By: __________________________
Signature of Designee

Date: __________________________
Printed Name: __________________________
Printed Title: __________________________

**DUPAGE COUNTY**

By: __________________________
Signature of Authorized Representative

Date: __________
Printed Name: Mary Keating
Printed Title: Director
Email: Mary.Keating@dupageco.org

By: __________________________
Signature of First Other Approver, if Applicable

Date: __________________________
Printed Name: __________________________
Printed Title: __________________________

By: __________________________
Signature of Second Other Approver, if Applicable

Date: __________________________
Printed Name: __________________________
Printed Title: __________________________
ARTICLE II
REQURED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

(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 an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and 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 Revenue 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 $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, 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 following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-
for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

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

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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); which is the Federal repository into
which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A
(1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph Error! Reference source not found.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.
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. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee 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 in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. 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.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

**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 Award is incorporated herein as an attachment. 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. See 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 as an attachment.
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. 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. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **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 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix 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 institutions of higher education.

(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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(b)).

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

7.6. 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. See 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 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantee in PART TWO, PART THREE or Exhibit G of the requirement to submit Personnel activity reports. See 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 the 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.

(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.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **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).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program 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 contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 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) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **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).

(f) **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.).

(g) **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).
(h) **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.

(i) **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.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order 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.).

(k) **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 (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **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.

(m) **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.

(n) **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.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent 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 (30 ILCS 500/50-10.5).

(p) **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).

(q) **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.
(r) **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.

(s) **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).

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

**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. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (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 Part 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-awardees are also subject to certification and disclosure. Pursuant to Appendix B(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 200.333, unless a different retention period is specified in 2 CFR 200.333. 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 200.336, 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 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. 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 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be 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 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(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 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

13.4. 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.

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 F must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. 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. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. 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, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; 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.

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 set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) 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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 audit period.

(b) 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 more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

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

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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 200.339(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) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; 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 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 200.207. 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 200.338. 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.

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 200.341.

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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 18 of 46
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 200.342.

15.6. 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 200.339(c).

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.

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.

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, SAM registration status, Related Parties, or address. See 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. 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

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 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 governance structure. 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

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 (30 ILCS 500/50-13). 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. 2 CFR
200.64.

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. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor
any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee
has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the

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transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by
Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of
sale therefor.

22.2. **Prohibition against Disposition/Encumbrance.** The Grantee is prohibited from, and may not sell,
transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real
property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds
must comply with the requirements of 2 CFR 200.311.

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.

**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 Grantor funds are used
in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written
materials, Grantee 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. **Purchase and 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

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. Liability. 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 State of Illinois

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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.** 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **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.

26.14. **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.

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

26.16. **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant 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 Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XLI. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department's Annual Consolidated Plan, and any other regulations and policies promulgated by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by federal or state law, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B
DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
PAYMENT

Grantee shall receive $1,039,715.00 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.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
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 said change of address and a formal modification will be executed.

GRANTOR CONTACT

Name: Jennifer Barnes
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-558-0480
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Jennifer.Barnes@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 North County Farm Road
3rd Floor
Wheaton, IL 60187-3978
Phone: 630-407-6420
TTY#: N/A
Fax#: 630-407-6501
Email Address: Mary.Keating@dupageco.org

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

Authorized Designee: [Signature]
Authorized Designee Title:
Authorized Designee Phone: [Telephone Number]
Authorized Designee Email: [Email Address]

Authorized Designee Signature: [Signature]
Authorized Signatory Approval: [Signature]

Authorized Designee: [Telephone Number]
Authorized Designee Title:
Authorized Designee Phone: [Telephone Number]
Authorized Designee Email: [Email Address]

Authorized Designee Signature: [Signature]
Authorized Signatory Approval: [Signature]

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature: Signature on File

Authorized Designee Signature: Signature on File

Authorized Designee Signature: Signature on File

Authorized Signatory Approval: Signature on File

Authorized Signatory Approval: Signature on File

Authorized Signatory Approval: Signature on File

Authorized Signatory Approval: Signature on File
Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch  
Email: externalauditunit@illinois.gov  
Phone: (312) 814-4057  
Fax: (312) 793-0338  
Address: 100 West Randolph  
Suite 3-400  
Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson  
Email: Lisa.Hodson@illinois.gov  
Phone: 217-785-6417  
Fax#: N/A  
Address: 500 E Monroe St  
Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C, Exhibit G Continued Special 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 Department 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).

28.2. Audit Submission. The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, Illinois 62701

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.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. 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. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 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. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 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 30.2 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 6.3 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 contracting with any Federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of a criminal offense in connection with obtaining, attempting to 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 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;

(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; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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 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 260S) 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 200.338 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.

**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 Grant. 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, Grant number, modification 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 State of Illinois.

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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 Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, 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 Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

**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 Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

**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.

**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 Historic Preservation Agency. 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 Historic Preservation Agency. 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 violence, or who has a family or household member who is a victim of domestic 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 manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **Minorities, Females, 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, Females, 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 Grant 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.
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 Granter of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Granter 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 Granter or her or his authorized designee.

38.3. **Completion of Specific Conditions.** If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph 5.3 herein, once Grantee completes a specific condition, Granter shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

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 Granter 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 Granter. 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.
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 13.3(a) 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 grant.

March 2018
• Quarterly Periodic Financial Report (03/31/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (03/31/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

April 2018
• Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

May 2018
• Quarterly Periodic Financial Report (05/31/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (05/31/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

June 2018
• Quarterly Periodic Financial Report (06/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (06/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

July 2018
• Quarterly Periodic Financial Report (07/31/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (07/31/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

August 2018
• Quarterly Periodic Financial Report (08/31/2018) - Covering Period of 05/01/2018 - 07/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (08/31/2018) - Covering Period of 05/01/2018 - 07/31/2018; Send To: Grant Manager

September 2018
• Quarterly Periodic Financial Report (09/30/2018) - Covering Period of 06/01/2018 - 08/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (09/30/2018) - Covering Period of 06/01/2018 - 08/31/2018; Send To: Grant Manager

October 2018
• Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

November 2018
• Quarterly Periodic Financial Report (11/30/2018) - Covering Period of 08/01/2018 - 10/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (11/30/2018) - Covering Period of 08/01/2018 - 10/31/2018; Send To: Grant Manager

December 2018
• Quarterly Periodic Financial Report (12/31/2018) - Covering Period of 09/01/2018 - 11/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (12/31/2018) - Covering Period of 09/01/2018 - 11/30/2018; Send To: Grant Manager

January 2019
• Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

February 2019
• Quarterly Periodic Financial Report (02/28/2019) - Covering Period of 11/01/2018 - 02/28/2019; Send To: Grant Manager
• Quarterly Periodic Performance Report (02/28/2019) - Covering Period of 11/01/2018 - 02/28/2019; Send To: Grant Manager

March 2019
• End of grant Closeout Financial Report (03/31/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
• End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

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 to change any reporting deadlines.

**ARTICLE XLI**

GRANT-SPECIFIC TERMS/CONDITIONS

41.1. **Sub-recipient(s)**

The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

**Method of Compensation**

In addition to the payment methods described in Article IV, 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. Further, costs charged under this Agreement cannot exceed the total award of this grant.

**Administrative Costs**

Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

**Additional Budget Modifications**
Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

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 in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may 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 grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation 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 Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

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 non-Federal entity. 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 non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

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

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-.323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 42 of 46
real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department’s written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable 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 the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

### Real Estate Expenditures Prohibited

Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

### Audits, Inspections and Record Retention.

The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U. S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U. S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U. S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant Funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles, as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations...
**Additional Audit Requirements**
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department 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. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

**Additional Reporting Requirements**
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

**Monitoring and Evaluation Requirements**
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

**Board Requirements**
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

**CSBG Revolving Loan Program**
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans.

**Publication, Reproduction and Use of Material**
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department 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.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
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.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described in the agreement.
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors 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.

**Political Activity**

Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

**Persons:** 11  
**Outcome Target:** 17

**CSBG Goal #: 01**  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

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**01.021 Career Counseling (1)**

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

**Persons:** 9  
**Outcome Target:** 15

**CSBG Goal #: 01**  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.06 Individuals engaged with the Community Action Agency who report improved financial well-being

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</table>

**01.031 Job Search (1)**

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

**Persons:** 24  
**Outcome Target:** 38

**CSBG Goal #: 01**  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
05.03 Individuals who demonstrated improved mental and behaviors

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Education and Cognitive Development

02.061 Educational Financial Aid Assistance (1)
DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

Persons: 6
Outcome Target: 6
CSBG Goal #: 01
Outcome Measure(s):
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

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Income, Infrastructure, and Asset Building

03.011 Training and Counseling Services (1)
The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

Persons: 60
Outcome Target: 65
CSBG Goal #: 01
Outcome Measure(s):
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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</table>

Housing

04.011 Housing Payment Assistance (1)
DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

Persons: 15
Outcome Target: 20
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.
### 04.02.A Households who maintained safe and affordable housing for 90 days

<table>
<thead>
<tr>
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Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

**Persons:** 60  
**Outcome Target:** 80  

**Outcome Measure(s):**
- Households who avoided eviction
- Households who avoided foreclosure

**CSBG Goal #: 01**

**Outcome Measure(s):**
- Households experiencing homelessness who obtained safe temporary shelter

**Program Support**
- $50,000.00

**Outcome Target:** 80  

**Outcome Measure(s):**
- Households who maintained safe and affordable housing for 90 days
- Households who avoided eviction
- Households who avoided foreclosure

**Program Support**
- $112,922.00

**Outcome Target:** 80  

**Outcome Measure(s):**
- Households who avoided eviction
- Households who avoided foreclosure

**Program Support**
- $112,922.00

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### 04.041 Housing Placement/Rapid Re-Housing (1)

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

**Persons:** 60  
**Outcome Target:** 80  

**Outcome Measure(s):**
- Households who avoided eviction
- Households who avoided foreclosure

**CSBG Goal #: 01**

**Outcome Measure(s):**
- Households experiencing homelessness who obtained safe temporary shelter

**Program Support**
- $50,000.00

**Outcome Target:** 80  

**Outcome Measure(s):**
- Households who avoided eviction
- Households who avoided foreclosure

**Program Support**
- $112,922.00

---

### 04.042 Housing Placement/Rapid Re-Housing (2)

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

**Persons:** 9  
**Outcome Target:** 9  

**Outcome Measure(s):**
- Households experiencing homelessness who obtained safe temporary shelter

**Program Support**
- $50,000.00

**Outcome Target:** 9  

**Outcome Measure(s):**
- Households who avoided eviction
- Households who avoided foreclosure

**Program Support**
- $112,922.00

---

### 05.061 Dental Services, Screenings and Exams (1)

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and/or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

**Persons:** 300  
**Outcome Target:** 301  

**Outcome Measure(s):**
- Individuals who demonstrated improved mental and behavioral health and well-being

**Program Support**
- $62,000.00

**Outcome Target:** 301  

**Outcome Measure(s):**
- Individuals who demonstrated improved physical health and well-being

**Program Support**
- $62,000.00

---
Loaves & Fishes, People’s Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People’s Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

### Outcome Measure(s):

**05.02** Individuals who demonstrated improved physical health and well-being

**05.04** Individuals who improved skills related to the adult role of parents/caregivers

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<th>Program Support</th>
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### Services: Supporting Multiple Domains

### Case Management (1)

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

### Outcome Measure(s):

**01.02** Unemployed adults who obtained employment (up to a living wage)

**01.08** Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits

**02.05** Parents/caregivers who improved their home environments

**02.08** Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

**03.08** Individuals engaged with the Community Action A

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</table>

### Referrals (1)

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

### Outcome Measure(s):

**06.01.C** Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

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</table>
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

### Outcome Measure(s):
- **06.01.C** Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage.

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**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and services such as food, gas, clothing and furniture.

### Outcome Measure(s):
- **03.01** Individuals who achieved and maintained capacity to meet basic needs for 90 days.

<table>
<thead>
<tr>
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**07.121 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

### Outcome Measure(s):
- **03.08** Individuals engaged with the Community Action Agency who report improved financial well-being.

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**Agency Capacity Building**

### Outcome Measure(s):
- **09.011** Agency Capacity Building Activities (1)

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

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**Total Persons: 3**

**Total Outcome: 3**
**Outcome Measure(s):**
00.02 Hours of Agency Staff in capacity building activities

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**Grant 18-231028 Work Program Totals**

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State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency: Illinois Department of Commerce and Economic Opportunity

Grantee: DuPage County

NOFO Number: CSFA Number:

Grant Number: 18-231028

State of Illinois Funds

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<th>Detail</th>
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<tbody>
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Budget Expenditure Categories

1. Personnel (200.430)
   - 0101 PERSONNEL (SALARIES & WAGES) $402,547.00
   - 0102 FRINGE BENEFITS $146,773.00

2. Travel (200.474)
   - 0103 TRAVEL $6,300.00

3. Equipment (200.439)
   - 0105 SUPPLIES $2,760.00

4. Contractual/Subawards (200.318 and .92)
   - 0106 CONTRACTUAL SERVICES $270,385.00

5. Supplies (200.94)
   - 0108 SUPPLIES $270,385.00

6. Consultant (200.459)

7. Construction

8. Direct Administrative Costs (200.413)
   - 0113 DIRECT ADMINISTRATIVE COSTS $32,300.00

9. Miscellaneous Costs
   - 0114 MISCELLANEOUS COSTS $7,900.00

10. Grant Exclusive Line Item(s)
    - 0201 CLIENT ASSIST. - BENEFITS $164,250.00
    - 0402 SPECIAL - T & T $35,250.00
    - 0403 SPECIAL - ECON DEV/JOB TRAIN $9,000.00

11. Total Direct Costs (add lines 1-15) $1,039,715.00

12. Total Indirect Costs (200.414) $1,039,715.00

Rate: N/A %

Base: N/A

13. Total Costs State Grant Funds (Lines 16 and 17) $1,039,715.00
Grantee: DuPage County

NOFO Number: 0
Grant Number: 18-231028

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 Organization 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(S); or
   □ complies with other statutory policies.

5) □ No reimbursement of Indirect Cost is being requested.

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: __________________________________________________________________________

Rate: ________%
Grantee: DuPage County
NOFO Number: 0
Grant Number: 18-231028

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

Institution/Organization: DuPage County
Signature: [Signature]
Printed Name: MARY A. KEATING
Title: Director
Phone: (626) 407-6457
Date: 1/17/18

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.
<table>
<thead>
<tr>
<th>Organization Name: DuPage</th>
<th>CSFA Description: Community Services Block Grant</th>
<th>NOFO #</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSFA Number: 420-75-0091</td>
<td>DUNS#</td>
<td>Fiscal Year(s): 2018</td>
</tr>
<tr>
<td>Grant Number: 18-231028</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Final Budget Amount Approved</th>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,039,715</td>
<td>Signature on File</td>
<td>1/2/18</td>
<td>Signature on File</td>
<td>1/2/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Revision Approved</th>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$200,308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for</td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to: subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td>Clarification/Resolution:</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Conditions:</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>How to Resolve:</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
<tr>
<td>Timeframe:</td>
<td></td>
</tr>
</tbody>
</table>
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.

XNONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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.

XNONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Signature on File

Printed Name

Title

Date

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of _______ (total number of pages)
AWARDING RESOLUTION ISSUED TO
TO OUTREACH COMMUNITY SERVICES, INC.
TO PROVIDE CASE MANAGEMENT, COUNSELING,
JOB SKILL TRAINING AND EXPERIENCE, WORK READINESS
TRAINING, AND GED ASSISTANCE TO LOW INCOME YOUTH
RESIDING IN DUPAGE COUNTY
(SUB-GRANTEE AGREEMENT TOTAL AMOUNT $70,000.00)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County
Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board
approval for the issuance of a sub-grantee agreement to Outreach Community Services, to
provide case management, counseling, job skill training and experience, work readiness training,
and GED assistance to low income youth residing in DuPage County, for the period January 1,
2018 through December 31, 2018, for Community Services, under the Community Services
Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering
said, to provide case management, counseling, job skill training and experience, work readiness
training, and GED assistance to low income youth residing in DuPage County, for the period
January 1, 2018 through December 31, 2018, for Community Services through the Community
Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement
by the Procurement Division to Outreach Community Services, 373 S. Schmale Road, Carol
Stream, IL  60188, for a total amount of $70,000.00. Other Professional Service not subject to
competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code
Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Sam Tornatore
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 5, 2018</td>
<td>$70,000.00</td>
<td>1/1/2018 - 12/31/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Completed Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>02/05/2018 1:30 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>02/06/2018 9:38 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>02/07/2018 4:30 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>02/08/2018 1:20 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>02/13/2018 7:48 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>02/13/2018 2:43 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>02/14/2018 1:44 PM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>02/20/2018 10:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>02/27/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>02/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Purchase Requisition**

**Procurement Services Division**

<table>
<thead>
<tr>
<th><strong>Send Purchase Order To:</strong></th>
<th><strong>Send Invoices To:</strong></th>
</tr>
</thead>
</table>
| **Vendor:** Outreach Community Services  
Attn: Vanessa Roth  
Email: vroth@outreachcomm.org  
Address: 122 W. Liberty Drive  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-682-1910 | **Dept:** Community Services  
**Division:** CSBG Grant  
Attn: Gina Strafford-Ahmed  
Email: gina.strafford@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6444 |

**Send Payments To:**  
**Vendor:** Outreach Community Services  
Attn: Vanessa Roth  
Email: vroth@outreachcomm.org  
Address: 122 W. Liberty Drive  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-682-1910

**Ship To:**  
**Vendor:** Outreach Community Services  
Attn: Vanessa Roth  
Email: vroth@outreachcomm.org  
Address: 122 W. Liberty Drive  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-682-1910

<table>
<thead>
<tr>
<th><strong>Payment Terms</strong></th>
<th><strong>F.O.B.</strong></th>
<th><strong>PO 20 Delivery Date</strong></th>
<th><strong>Requisitioner</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Use for PO25 only

<table>
<thead>
<tr>
<th><strong>Contract Administrator</strong></th>
<th><strong>Contract Start Date</strong></th>
<th><strong>Contract End Date</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jan 1, 2018</td>
<td>Dec 31, 2018</td>
</tr>
</tbody>
</table>

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sub-grantee agreement purchase order to provide case management, counseling, job skill training and experience, work readiness training, and GED assistance to low income youth residing in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>53820</td>
<td>18-231028 53820</td>
<td>70,000.00</td>
<td>70,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $70,000

**Header Comments:** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver:** (these comments will NOT appear on the Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

**User Department Internal Notes:** (these comments will NOT appear on the Purchase Order):

---

**Packet Pg. 507**
Procurement Review Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Outreach Community Services
Vendor #: 10224

Dept: Community Services
Contact: Gina Strafford-Ahmed
Phone: 6444

Contract Term: 1/1/18-12/31/18
Contract Total: $70,000.00

Description of Procurement/Scope of Work/Background:
Outreach Community Services will provide case management, counseling, job skill training and experience, work readiness training and GED assistance to low income youth residing in DuPage County.

Reason for Procurement:
$70,000 will assist 11 youth with on the job training and case management to help them become self-sufficient and economically stable.

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
☐ Budget Transfer (Date) ___________ Add'l Information

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # __________________________ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER 55 ILC S 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
☐ PER 55 ILC S 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

FINANCIAL

DECISION MEMO REQUIRED

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30IILCS25)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP#
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILC S 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By
Date
Recommended for Approval
Date
IT Approval, if required
Date

REVIEWED BY (Initials Only)

Date
Date
Date

Packet Pg. 508
Decision Memo
Procurement Services Division

This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Community Services</th>
<th>Department Contact: Gina Strafford-Ahmed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
<td>Contact Phone: 6444</td>
</tr>
<tr>
<td>Vendor Name: Outreach Community Services</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program for job skills development with Outreach Community Services. Total amount of 12 month grant is $70,000. Increase of $25,000.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support youth programs and job skill training for youth as our Community Needs Assessment points out as a need in our community. Youth will obtain job skills and experience as well as receive wrap around services to ensure they are meeting goals set by the program. Youth will receive counseling and GED assistance, as well, if needed. Youth will be able to attain skills to become self-sufficient.

**Strategic Impact**

<table>
<thead>
<tr>
<th>Quality of Life</th>
<th>Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency. Program will address each of these areas with a focus on economic self-sufficiency.</td>
<td></td>
</tr>
</tbody>
</table>

**Source Selection/Vetting Information** - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County’s CSBG program and will maintain all records and financial documents. Outreach Community Services is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. Issue a sub-grantee agreement with Outreach Community Services so they can expand their services to youth who need job skills and experience and help the youth become economically self-sufficient.
2. Do not fund the program and risk that 7-11 youth not obtain job skills and become homeless and need public assistance.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

- CSBG 5000-1650 FY 2018 $70,000
- CSBG 5000-1650 FY 2017 Partial Grant Year $22,500 7/1/17-12/31/17
- CSBG 5000-1650 FY 2016 $45,000 7/1/16-6/30/17

Projected to fund this program for the next 5 years.
Outreach Community Services  
Proposal to DuPage County – Community Services Block Grant Funds  
January 29, 2018  

Program Summary  
Outreach Community Services (OCS) operates a year-round Employment Opportunity Program for local economically disadvantaged young adults who are not attending school. Eligible participants will include out of school young adults, ages 18-35, who lack necessary job skills to successfully enter the job market and those looking to develop their skill level to advance in the workforce. The overall objective of this program is to increase life options through the provision of life skills training, academic support (for GED completion), work readiness, and work experience.

Services for participants include Job Skills development, Academic Assistance for GED completion, Case Management and group meetings for life skill development, and direct work experience and coaching at our Job Training Center. The second stage of the program will include employment “apprenticeships” at community job sites through our corporate partners, and the final stage includes follow up services for up to 32 additional weeks.

CSBG Funding Utilization in PY2017  
In PY17, CSBG funds were used to enhance our current Employment Opportunity Program by meeting these goals:
1. Increase the probability that more eligible participants who have more significant barriers to employment will stay with the program longer through the CSBG funding and secure more work experience.
2. Increase the time needed by participants to complete their GED and to obtain permanent employment through support services offered.
3. Increase opportunities for eligibility by utilizing the income limits offered through CSBG to participants whose household income is between 100% - 125% of the poverty line.

Client Needs  
In PY17, which ran from July 1-December 31, 2017, OCS utilized over $53,000 to accomplish the goals stated above. The program applicants range from young adults with very low academic achievement and no job skills or experience, to moderately skilled young adults with basic job skills but no significant work experience or certification to secure sufficient work opportunities that will allow them to live independently or support their family. Program applicants face a number of barriers to workforce success, such as homelessness (59%) and mental health diagnoses and addiction (27%) in addition to low academic achievement and the need for greater life skills development.

Need for Funds  
Through PY2017, OCS now has three significant referral sources (DuPage County Probation, Naomi's House, and the Illinois Department of Human Services DuPage Office) who are utilizing the comprehensive services we provide. The comprehensive services of OCS' Employment Opportunity Center are unique to DuPage County. Therefore, OCS is requesting $70,000 in PY2018 to continue serving CSBG eligible participants with multiple barriers to employment. Whether they are homeless, lacking transportation, need assistance securing child care, or have mental health issues,
the Employment Opportunity Center, with CSBG funds can provide the support services along with the work experience needed for our participants.

**PY2018 Goals**

**Goal 1:**  
Add 3-5 additional participants for the year with income between 100% - 125% of the federal poverty line.

**Goal 2:**  
Continue offering counseling services for up to 10 participants per year @ 1 hour per week at $60 per hour (requesting reimbursement below the rate for crisis youth work at the state level) for up to 18 weeks each.

**Goal 3:**  
Support participants by providing transportation and assistance securing child care.
### CSBG Proposed Budget January 2018 – December 2018

<table>
<thead>
<tr>
<th>Expense</th>
<th>Grant Request</th>
<th>OCS Covers</th>
<th>CSBG Program Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salaries</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Salaries @ percent work with CSBG clients</td>
<td>20,000</td>
<td>6,000</td>
<td>26,000</td>
</tr>
<tr>
<td>Participants*</td>
<td>40,000</td>
<td>9,500</td>
<td>49,500</td>
</tr>
<tr>
<td>15@20hrs/wk, $8.25/hr for 20 wks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Salaries Total</strong></td>
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<td>15,500</td>
<td>75,500</td>
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<tr>
<td><strong>Benefits</strong></td>
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</tr>
<tr>
<td>- Health</td>
<td>0</td>
<td>2,600</td>
<td>2,600</td>
</tr>
<tr>
<td>- FICA</td>
<td>4,590</td>
<td>1,186</td>
<td>5,776</td>
</tr>
<tr>
<td>- WC</td>
<td>1,180</td>
<td>308</td>
<td>1,488</td>
</tr>
<tr>
<td>- Disability</td>
<td>0</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td><strong>Benefits Total</strong></td>
<td>5,770</td>
<td>1,514</td>
<td>7,284</td>
</tr>
<tr>
<td><strong>Total Salary/Benefits</strong></td>
<td>65,770</td>
<td>17,014</td>
<td>82,784</td>
</tr>
<tr>
<td><strong>Occupancy</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Rent</td>
<td>0</td>
<td>2,160</td>
<td>2,160</td>
</tr>
<tr>
<td>Participant transportation</td>
<td>2,950</td>
<td>250</td>
<td>3,200</td>
</tr>
<tr>
<td>Client Care: uniforms, registration fees, child care, school supplies, car repair, etc.</td>
<td>1,280</td>
<td>1,000</td>
<td>2,280</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>70,000</td>
<td>20,424</td>
<td>90,424</td>
</tr>
</tbody>
</table>

*We served 10 clients between July 1, 2017 and December 31, 2017. We propose to serve 15 clients between January 1, 2018 and December 31, 2018.*
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND OUTREACH COMMUNITY SERVICES FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this 1st day of January 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and OUTREACH COMMUNITY SERVICES ("SUBGRANTEE"), a not-for-profit corporation, with offices at 373 S. Schmale Road, Carol Stream, IL 60188.

SECTION I
STATEMENT OF PURPOSE

COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II
REQUIREMENTS OF SUBGRANTEE

In consideration of receiving CSBG funds from the COUNTY, the SUBGRANTEE shall perform the following activities for the benefit of the COUNTY in a timely fashion:

1. Screen, assess, refer and or enroll youth in need of services in the Employment Opportunity Program;
2. Provide case management, counseling, job skill training, work readiness training, work experience, uniforms, fees, child care, school supplies, car repair and GED assistance to 15 CSBG eligible youth (125% of the Federal Poverty Guidelines) for up to two years;
3. Obtain 90-day income, develop a case plan and goals, maintain client file and meet with youth regularly to work on their plan;
4. Provide COUNTY with client intakes within 30 days of assessment;
5. Provide COUNTY with quarterly client outcome reports on the outcome status of achieved, in progress, dropped out or failed;
6. Bill the COUNTY quarterly for services, billing must be detailed on how funds were used;
7. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

SECTION III
AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of
$70,000.00. Invoices will be made quarterly and must include supporting documentation for expenses billed. All 15 clients must be documented to be paid in full. The final invoice must be submitted by January 31, 2019.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this agreement are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this agreement. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Agreement is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Agreement:

1. Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein by December 31, 2018.

SECTION VI

CONDITIONS OF GRANT
A. **Assurances:** The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2018- December 31, 2018.)

B. **Equal Opportunity:** The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including Equal Opportunity Certification (See Exhibit "B").

C. **Non-Discrimination:** The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

D. **Appearance of Impropriety:** SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. **Political Activities Restricted:** SUBGRANTEE agrees that neither the program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. **Retention of Records:** The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all time sheets, billings, and other documentation, shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain client files and supporting documentation for five (5) years after the final audit of the grant is completed.

G. **Audit and Inspection of Records:** The SUBGRANTEE shall as often as deemed necessary by the Department of Commerce and Economic Opportunity or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its subgrantee agreements under this GRANT a provision that the Department or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers, and records of any such agreement or involving transactions related to the agreement for five (5) years from the final payment under the
subgrantee agreement. The term subgrantee agreement as used in this clause excludes purchase orders not exceeding $2,500.00.

Subgrantees whose agreements amount equals or exceeds $25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-133 ("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:
   - CFDA # 93.569
   - CFDA Title Community Services Block Grant
   - Award # G-13B11LCOSR
   - Federal Awarding Agency Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by DCEO for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of claims.

The SUBGRANTEE shall provide all disbursement of grant funds on at least a quarterly basis. Said reports shall include the SUBGRANTEE'S certification that work under third party agreements was performed in a satisfactory manner and in conformance with said third party agreements.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within three (3) working days of receipt.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT.
SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX
REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY a quarterly progress report and or billing with client demographics no later than the fifth (5th) day of the following month. In addition, SUBGRANTEE shall submit to the COUNTY an annual report, if one is available, within ninety (90) days of the end of the SUBGRANTEE’s fiscal year.

SECTION X
AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI
FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII
INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE’s negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII
TERMINATION

The COUNTY may terminate this AGREEMENT at anytime hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.
A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A "material breach" of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the stated purposes of this AGREEMENT as set forth in Section II, and further outlined in Exhibit "A;" failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party agreement reports.

SECTION XIV

ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the written approval of the COUNTY having been first obtained.

SECTION XV

UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI

SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII
APPLICABLE LAW & VENUE

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX

NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: Outreach Community Services
373 S. Schmale Road
Carol Stream, IL 60188
Attention: Vanessa Roth

TO: DuPage County Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed
SECTION XX
HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT.

IN WITNESS, WHEREOF, the parties have executed this AGREEMENT on the dates hereafter indicated to be effective on the date first written above:

COUNTY OF DUPAGE
("COUNTY")

BY: ___________________________ DATE: _____________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: ___________________________ DATE: _____________
PAUL HINDS, COUNTY CLERK

OUTREACH COMMUNITY SERVICES
("SUBGRANTEE")

Signature on File

BY: ___________________________ DATE: 1/29/18
TITLE: CHIEF OPERATING OFFICER

ATTEST: ___________________________ DATE: _____________
EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, et. seq.), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (775 ILCS 5/1-101 et. seq.).
EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DUPAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHED
**INTER-GOVERNMENTAL 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 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. 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 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, that 366006551 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

<table>
<thead>
<tr>
<th>Individual</th>
<th>Pharmacy-Non Corporate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Proprietorship</td>
<td>Pharmacy/Funeral Home/Cemetery Corp.</td>
</tr>
<tr>
<td>Partnership</td>
<td>Tax Exempt</td>
</tr>
<tr>
<td>Corporation (Includes Not For Profit)</td>
<td>Limited Liability Company (select applicable tax classification)</td>
</tr>
<tr>
<td>Medical Corporation</td>
<td>P = partnership</td>
</tr>
<tr>
<td>X Governmental Unit</td>
<td>C = corporation</td>
</tr>
<tr>
<td>Estate or Trust</td>
<td></td>
</tr>
</tbody>
</table>

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 $1,039,715.00 of which $1,039,715.00 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 G-18B11LCOSR, the Federal awarding agency is **Department Of Health And Human Services**, and the Federal Award date is **10/01/2017**. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is **Community Services Block Grant** and Number is **93.569**. The Catalog of State Financial Assistance (CSFA) Number is **420-75-0091**.

1.4. **Term.** This Agreement shall be effective on **01/01/2018** and shall expire on **12/31/2018**, 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.
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

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

(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 an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and 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 Revenue 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 $25,000. 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, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, 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 following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 III. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 III. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph Error! Reference source not found.. Reference source not found.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
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. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee 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 in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017

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Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. 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.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

**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 Award is incorporated herein as an attachment. 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. See 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 as an attachment.
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. 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. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **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 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix 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 institutions of higher education.

(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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix Ill(C)(B)).

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

7.6. **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. See 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 7.5).

(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. See 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.

(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.
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(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.

7.7. Federal Requirements. All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. 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).

7.9. Management of Program Income. Grantee is encouraged to earn income to defray program 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 contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 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) Educational Loan. Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) 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).

(f) 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.).

(g) 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).

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(h) **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.

(i) **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.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order 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.).

(k) **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 (45 CFR Part 76), or by the State (See 30 ILCS 705/25(6)(G)).

(l) **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.

(m) **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.

(n) **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.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent 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 (30 ILCS 500/50-10.5).

(p) **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).

(q) **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.
(r) **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.

(s) **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).

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

**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. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).
ARTICLE XI
LOBBING

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 Part 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-awardees are also subject to certification and disclosure. Pursuant to Appendix l(l) 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 200.333, unless a different retention period is specified in 2 CFR 200.333. 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.

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the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. 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 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be 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 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(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 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee’s fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee’s tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

13.4. 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.

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 or PART THREE. Unless 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. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; 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.

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 set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) 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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 audit period.

(b) 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 more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

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 200.339(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) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; 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 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 200.207. 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 200.338. 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.

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 200.341.

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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 18 of 45
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 200.342.

15.6. 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 200.339(c).

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.

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.

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, SAM registration status, Related Parties, or address. See 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. 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

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 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 governance structure. 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 or with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST


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 (30 ILCS 500/50-13). 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. 2 CFR 200.64.

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. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **Prohibition against Disposition/Encumbrance.** The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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.

**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 Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee 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. **Purchase and 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

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. Liability. 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 22 of 46
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.** 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **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.

26.14. **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.

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

26.16. **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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant 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 Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XLI. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department’s Annual Consolidated Plan, and any other regulations and policies promulgated by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by federal or state law, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 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.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
CONTACT INFORMATION

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 SAID CHANGE OF ADDRESS AND A FORMAL MODIFICATION WILL BE EXECUTED.

GRANTOR CONTACT

Name: Jennifer Barnes
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-558-0480
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Jennifer.Barnes@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 North County Farm Road
3rd Floor
Wheaton, IL 60187-3978
Phone: 630-407-6420
TTY#: N/A
Fax#: 630-407-6501
Email Address: Mary.Keating@dupageco.org

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: __________________________
Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6146

Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature:
Authorized Designee Signature:
Authorized Signatory Approval: Signature on File
Authorized Designee: Jennifer Pitsenbarger
Authorized Designee Title: Division I Assistant
Authorized Designee Phone: (630) 407-6421

Authorized Designee Signature: __Signature on File__
Authorized Signatory Approval: __Signature on File__

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch
Email: externalauditunit@illinois.gov
Phone: (312) 814-4057
Fax: (312) 793-0338
Address: 100 West Randolph
Suite 3-400
Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson
Email: Lisa.Hodson@illinois.gov
Phone: 217-785-6417
Fax#: N/A
Address: 500 E Monroe St
Springfield, IL 62701
See Exhibit B.
EXHIBIT F
PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special 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 Department 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).

28.2. Audit Submission. The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address:

   externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

   Illinois Department of Commerce and Economic Opportunity
   Office of Accountability
   External Audit Section
   500 East Monroe Street
   Springfield, Illinois 62701

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.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in
advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this
Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent
(12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written
approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest
bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written
approval by Granter.

30.2. 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. Any additional interest earned on Grant Funds
above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 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. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant
Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs
4.2 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 30.2
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 6.3 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;

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(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 contracting with any Federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to 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 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;

(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; and

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(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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 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) 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 200.338 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.

**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 Grant. 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, Grant number, modification 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 C).

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 State of Illinois

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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 C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, 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 Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

**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 Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

**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.

**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 Historic Preservation Agency. 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 Historic Preservation Agency. 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 violence, or who has a family or household member who is a victim of domestic 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 manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **Minorities, Females, 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, Females, 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 Grant 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.
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 Granter of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Granter 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 Granter or her or his authorized designee.

38.3 Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph S.3 herein, once Grantee completes a specific condition, Granter shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

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 Granter 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 Granter. 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.
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 13.3(a) 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 grant.

April 2018
- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018
- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018
- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019
- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019
- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
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 to change any reporting deadlines.

**ARTICLE XLI**
**GRANT-SPECIFIC TERMS/CONDITIONS**

41.1.

**Sub-recipient(s)**

The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

**Method of Compensation**

In addition to the payment methods described in Article IV, 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. Further, costs charged under this Agreement cannot exceed the total award of this grant.

**Administrative Costs**

Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

**Additional Budget Modifications**
Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee’s ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

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 in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may 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 grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation 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 Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

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 non-Federal entity. 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 non-Federal entity’s non-federally-funded activities and in accordance with non-Federal entity’s written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

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

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department’s prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes

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real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department’s written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable 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 the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all Grant Funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles, as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
**Additional Audit Requirements**
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department 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. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

**Additional Reporting Requirements**
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

**Monitoring and Evaluation Requirements**
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

**Board Requirements**
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee's progress in becoming compliant with this requirement. The Grantee's failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

**CSBG Revolving Loan Program**
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

**Publication, Reproduction and Use of Material**
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department 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.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
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.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State's Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described in the agreement.
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors 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.

**Political Activity**

Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

<table>
<thead>
<tr>
<th>Persons: 11</th>
<th>Outcome Target: 17</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 500.00</td>
<td>$ 45,000.00</td>
<td>$ 45,500.00</td>
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</tbody>
</table>

**01.021 Career Counseling (1)**

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

<table>
<thead>
<tr>
<th>Persons: 9</th>
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</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.06 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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</thead>
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<td>$ 0.00</td>
<td>$ 500.00</td>
<td>$ 75,000.00</td>
<td>$ 75,500.00</td>
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**01.031 Job Search (1)**

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

<table>
<thead>
<tr>
<th>Persons: 24</th>
<th>Outcome Target: 38</th>
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</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
05.03 Individuals who demonstrated improved mental and behaviors

<table>
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<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
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<th>Total</th>
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</thead>
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<td>$ 2,500.00</td>
<td>$ 0.00</td>
<td>$ 27,500.00</td>
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</tbody>
</table>

**Education and Cognitive Development**

02.061 Educational Financial Aid Assistance (1)

DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

Persons: 6
Outcome Target: 6

CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**

02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
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<th>Total</th>
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<td>$ 22,282.00</td>
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</table>

**Income, Infrastructure, and Asset Building**

03.011 Training and Counseling Services (1)

The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

Persons: 60
Outcome Target: 65

CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**

03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
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<td>$ 0.00</td>
<td>$ 41,885.00</td>
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</tbody>
</table>

**Housing**

04.011 Housing Payment Assistance (1)

DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

Persons: 15
Outcome Target: 20

CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.
**Outcome Measure(s):**
- Households who maintained safe and affordable housing for 90 days
- Households who avoided eviction
- Households who avoided foreclosure

**Catholic Charities Hope House (Sub-grantee)** will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

**Persons:** 60

**Outcome Target:** 80

**CSBG Goal #: 01**

**Outcome Measure(s):**
- Households experiencing homelessness who obtained safe temporary shelter

**Program Support**
- $112,922.00

**Client Assistance**
- $15,000.00

**Administration**
- $3,500.00

**Special**
- $0.00

**Total**
- $131,422.00

**04.041 Housing Placement/Rapid Re-Housing (1)**

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

**Persons:** 80

**Outcome Target:** 80

**CSBG Goal #: 01**

**Outcome Measure(s):**
- Households who avoided eviction
- Households who avoided foreclosure

**Midwest Shelter for Homeless Veterans (Sub-Grantee)** will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

**Persons:** 9

**Outcome Target:** 9

**CSBG Goal #: 01**

**Outcome Measure(s):**
- Households experiencing homelessness who obtained safe temporary shelter

**Program Support**
- $60,000.00

**Client Assistance**
- $0.00

**Administration**
- $3,000.00

**Special**
- $0.00

**Total**
- $63,000.00

**04.042 Housing Placement/Rapid Re-Housing (2)**

**Program Support**
- $20,000.00

**Client Assistance**
- $0.00

**Administration**
- $1,500.00

**Special**
- $0.00

**Total**
- $21,500.00

**05.061 Dental Services, Screenings and Exams (1)**

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

**Persons:** 300

**Outcome Target:** 301

**CSBG Goal #: 01**

**Outcome Measure(s):**
- Individuals who demonstrated improved mental and behavioral health and well-being
- Individuals who demonstrated improved physical health and well-being

**Program Support**
- $62,000.00

**Client Assistance**
- $500.00

**Administration**
- $5,050.00

**Special**
- $0.00

**Total**
- $67,550.00
Loaves & Fishes, People’s Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People’s Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

### Outcome Measure(s):
- 05.02 Individuals who demonstrated improved physical health and well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$0.00</td>
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<td>$0.00</td>
<td>$36,000.00</td>
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</tbody>
</table>

### Outcome Target:
- 2580

### CSBG Goal #: 01
- Individuals and Families with low incomes are stable and achieve economic security.

### Services: Supporting Multiple Domains

#### 07.01 Case Management (1)
DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

<table>
<thead>
<tr>
<th>Persons</th>
<th>CSBG Goal #: 01</th>
</tr>
</thead>
<tbody>
<tr>
<td>70</td>
<td></td>
</tr>
</tbody>
</table>

### Outcome Measure(s):
- 01.02 Unemployed adults who obtained employment (up to a living wage)
- 01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits
- 02.05 Parents/caregivers who improved their home environments
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action A

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
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<th>Total</th>
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</thead>
<tbody>
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<td>$12,500.00</td>
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<td>$0.00</td>
<td>$91,000.00</td>
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</tbody>
</table>

#### Outcome Target:
- 120

### CSBG Goal #: 01
- Individuals and Families with low incomes are stable and achieve economic security.

#### 07.03 Referrals (1)
DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

<table>
<thead>
<tr>
<th>Persons</th>
<th>CSBG Goal #: 01</th>
</tr>
</thead>
<tbody>
<tr>
<td>4800</td>
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</tr>
</tbody>
</table>

### Outcome Measure(s):
- 06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>$261,588.00</td>
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<td>$263,338.00</td>
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</table>

### Outcome Target:
- 4800

### CSBG Goal #: 01
- Individuals and Families with low incomes are stable and achieve economic security.
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25  
**Outcome Target:** 25

**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,000.00</td>
<td>$0.00</td>
<td>$500.00</td>
<td>$0.00</td>
<td>$20,500.00</td>
</tr>
</tbody>
</table>

**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

**Persons:** 400  
**Outcome Target:** 400

**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

<table>
<thead>
<tr>
<th>Program Support</th>
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<tbody>
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<td>$117,738.00</td>
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</tbody>
</table>

**07.12 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120  
**Outcome Target:** 120

**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
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<td>$0.00</td>
<td>$1,000.00</td>
<td>$0.00</td>
<td>$16,000.00</td>
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**Agency Capacity Building**

**Total Persons:** 3  
**Total Outcome:** 3

**CSBG Goal #:** 00  
**CSBG Goal:** CSBG Eligible Entity Capacity Building
### Outcome Measure(s):
00.02 Hours of Agency Staff in capacity building activities

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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</thead>
<tbody>
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**Grant 18-231028 Work Program Totals**

<table>
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<th>Program Support</th>
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<th>Special</th>
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Section A: State of Illinois Funds

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Summary</th>
<th>Detail</th>
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<tbody>
<tr>
<td>State of Illinois Grant Amount Requested</td>
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<tr>
<td><strong>Budget Expenditure Categories</strong></td>
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<td></td>
</tr>
<tr>
<td>1. Personnel (200.430)</td>
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<td>$402,547.00</td>
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<tr>
<td>0101 PERSONNEL (SALARIES &amp; WAGES)</td>
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<tr>
<td>2. Fringe Benefits (200.431)</td>
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<tr>
<td>0102 FRINGE BENEFITS</td>
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<td>3. Travel (200.474)</td>
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<td>4. Equipment (200.439)</td>
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<tr>
<td>0105 SUPPLIES</td>
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<td>6. Contractual/Subawards (200.318 and .92)</td>
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<td>0106 CONTRACTUAL SERVICES</td>
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<td>7. Consultant (200.459)</td>
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<td>8. Construction</td>
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<td>9. Occupancy (200.465)</td>
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<td>10. Research and Development (200.87)</td>
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<td>11. Telecommunications</td>
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<td>13. Direct Administrative Costs (200.413)</td>
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<td>0313 DIRECT ADMINISTRATIVE COSTS</td>
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<tr>
<td>14. Miscellaneous Costs</td>
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<td>0201 CLIENT ASSIST. - BENEFITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0402 SPECIAL - T&amp;TA</td>
<td>$35,250.00</td>
<td>$35,250.00</td>
</tr>
<tr>
<td>0403 SPECIAL - ECON DEV/JOB TRAIN</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>$1,039,715.00</td>
<td>$1,039,715.00</td>
</tr>
<tr>
<td>17. Total Indirect Costs (200.414)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rate: N/A%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base: N/A%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Total Costs State Grant Funds (Lines 16 and 17)</td>
<td>$1,039,715.00</td>
<td>$1,039,715.00</td>
</tr>
</tbody>
</table>
Grantee: DuPage County

NOFO Number:

Grant Number: 18-231028

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 Organization 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(S); or
   □ complies with other statutory policies.

5) [ ] No reimbursement of Indirect Cost is being requested.

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

Rate: _____ %

Period Covered By NICRA: From: _______ To: _______

Indirect Cost Rate: _______ % The Distribution Base Is: _______
Grantee: DuPage County

NOFO Number: 0
Grant Number: 18-231028

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: (630) 407-6457 
Date: 1/17/18

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.
<table>
<thead>
<tr>
<th>Agency Approval</th>
<th>STATE OF ILLINOIS</th>
<th>AGENCY: Commerce &amp; Econ. Opportunity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name: DuPage</td>
<td>CSFA Description: Community Services Block Grant</td>
<td>NOFO #</td>
</tr>
<tr>
<td>CSFA Number: 420-75-0091</td>
<td>DUNS#</td>
<td>Fiscal Year(s): 2018</td>
</tr>
<tr>
<td>Grant Number 18-231028</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Final Budget Amount Approved</th>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,039,715</td>
<td></td>
<td>1/2/18</td>
<td></td>
<td>1/2/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Revision Approved</th>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

$200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for Clarification/Resolution:</td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to; subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td>Conditions:</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>How to Resolve:</td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>Timeframe:</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
</tbody>
</table>
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: Jan 26, 2018

Bid/Contract/PO #: 

<table>
<thead>
<tr>
<th>Company Name: Outreach Community Services</th>
<th>Company Contact: Jill Wiles Wolf</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-682-1910</td>
<td>Contact Email: <a href="mailto:jwileswolf@outreachcommnn.org">jwileswolf@outreachcommnn.org</a></td>
</tr>
</tbody>
</table>

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**

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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**

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner.
- 30 days prior to the optional renewal of any contract.
- Annual disclosure for multi-year contracts on the anniversary of said contract.
- With any request for change order except those issued by the county for administrative adjustments.

The full text for the county's ethics and procurement policies and ordinances are available at: [http://www.dupagecounty.org/CountyBoard/Policies/](http://www.dupagecounty.org/CountyBoard/Policies/)

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

**Signature on File**

<table>
<thead>
<tr>
<th>Authorized Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vanessa Roth</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Chief Operating Officer</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Jan 26, 2018</th>
</tr>
</thead>
</table>

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)
AWARDING RESOLUTION ISSUED TO 360 YOUTH SERVICES TO PROVIDE CASE MANAGEMENT, JOB COACHING/PREPAREDNESS, TRANSPORTATION, AND GED COACHING TO HOMELESS YOUTH IN DUPAGE COUNTY (SUB-GRANTEE AGREEMENT TOTAL AMOUNT $28,749.00)

WHEREAS, a sub-grantee agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a sub-grantee agreement to 360 Youth Services, to provide case management, job coaching/preparedness, transportation, and GED coaching to homeless youth in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services, under the Community Services Block Grant.

NOW, THEREFORE BE IT RESOLVED that County sub-grantee agreement covering said, to provide case management, job coaching/preparedness, transportation, and GED coaching to homeless youth in DuPage County, for the period January 1, 2018 through December 31, 2018, for Community Services through the Community Services Block Grant, be, and it is hereby approved for the issuance of a sub-grantee agreement by the Procurement Division to 360 Youth Services, 1305 W. Oswego Road, Naperville, IL 60540, for a total amount of $28,749.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). (Grant funded)

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DAVID J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Sam Tornatore
# PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

## NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
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<tbody>
<tr>
<td>February 5, 2018</td>
<td>1/1/2018 - 12/31/2018</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$28,749</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

## SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**

Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Completed Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>02/05/2018 2:34 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>02/06/2018 9:37 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>02/08/2018 12:42 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>02/08/2018 1:13 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>02/13/2018 7:51 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>02/13/2018 2:33 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>02/14/2018 8:04 AM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>02/20/2018 10:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>02/27/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>02/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Purchase Requisition
Procurement Services Division

Send Purchase Order To:
Vendor: 360 Youth Services
Vendor #: 13527
Attn: Debbie Robertson
Email:
Address: 1548 Bond Road, Suite 114
City: Naperville
State: IL
Zip: 60563
Phone: 630-961-2992

Send Invoices To:
Dept: Community Services
Division: CSBG Grant
Attn: Gina Strafford-Ahmed
Email: gina.strafford@dupageco.org
Address: 421 N. County Farm Road
City: Wheaton
State: IL
Zip: 60187
Phone: 630-407-6444

Send Payments To:
Vendor: 360 Youth Services
Vendor #: 13527
Attn: Debbie Robertson
Email:
Address: 1548 Bond Road, Suite 114
City: Naperville
State: IL
Zip: 60563
Phone: 630-961-2992

Ship To:
Dept: Community Services
Division: CSBG Grant
Attn: Gina Strafford-Ahmed
Email: gina.strafford@dupageco.org
Address: 421 N. County Farm Road
City: Wheaton
State: IL
Zip: 60187
Phone: 630-407-6444

Date: Feb 5, 2018
MinuteTraq (IQM2) ID #: 11945
Department Req #: 
RFP, Bid or Quote #: 

Payment Terms
F.O.B.
PO 20 Delivery Date
Requisitioner
PER 50 ILCS 505/1
Destination
Use for
PO25 only

Contract Administrator
Jan 1, 2018
Dec 31, 2018
Use for
PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sub-grantee agreement purchase order to provide case management, job coaching/ preparedness, transportation, and GED coaching to homeless youth in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>18-231028 53090</td>
<td>28,749.00</td>
<td>28,749.00</td>
<td></td>
</tr>
</tbody>
</table>

Requisition Total $ 28,749

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):

User Department Internal Notes (these comments will NOT appear on the Purchase Order):
Packet Pg. 590

Procurement Review Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Date: Jan 26, 2018

MinuteTraq (IQM2) ID #: 11945

Vendor: 360 Youth Services
Vendor #: 18527
Contract Term: 1/1/18-12/31/18
Contract Total: $28,749.00

Dept: Community Services
Contact: Gina Strafford-Ahmed
Phone: 6444

Assigned Committee: HHS

Description of Procurement/Scope of Work/Background:
360 Youth Services provides case management, job coaching/preparedness, transportation, and GED coaching to homeless youth in DuPage County.

Reason for Procurement:
$28,749 in CSBG funds will assist 35 homeless youth with case management, job coaching/preparedness, transportation and GED coaching.

FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
☐ Budget Transfer (Date) ___________________ Add'l Information ___________________

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # __________________________ ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # __________________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☒ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By ________________________ Jan 26, 2018 ________________________ Jan 26, 2018
Recommended for Approval ________________________ IT Approval, if required ________________________

REVIEWED BY (Initials Only)

Buyer ________________________ Date: 2/18/18 ________________________ Procurement Officer ________________________ Date: 2-8-18

Chief Financial Officer (Decision Memos Over $25,000) ________________________ Date: 2-12-18 ________________________ Chairman's Office (Decision Memos Over $25,000) ________________________ Date: 2-13-18

Attachment: 360 Youth Services - Checklist (HHS-P-0062-18: 360 Youth Services)
Packet Pg. 591

Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Community Services</th>
<th>Department Contact: Gina Strafford-Ahmed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
<td>Contact Phone: 6444</td>
</tr>
<tr>
<td>Vendor Name: 360 Youth Services</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide homeless youth with GED training/coaching, job preparedness/coaching, transportation and case management to help them become self-sufficient. $28,749 is needed to support the program. This is a $3,749 increase.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support youth programs and job skill training for youth as our Community Needs Assessment points out as a need in our community. Youth will obtain job skills and receive wrap around services to ensure they are meeting goals set by the program. Youth will receive counseling and GED assistance, as well, if needed. Youth will be able to attain skills to become self-sufficient.

Strategic Impact

| Quality of Life | Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation. |

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency. Program will address each of these areas with a focus on economic self-sufficiency.

Source Selection/Vetting Information - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. 360 Youth Services is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Issue a sub grantee agreement with 360 Youth Services for $28,749. This will allow homeless youth to have a safe place to stay as well as case management and assistance attaining employment.
2) Do not fund the program and run the risk of homeless youth being forced to live in their vehicles, parks, and public areas and not attaining employment skills and full time employment.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

| CSBG 1/1/18-12/31/18 | $28,749 |
| CSBG 1/1/17-12/31/17 | $25,000 Modified to $45,725 for a special project |
| CSBG 1/1/16-7/31/17 | $25,000 |
| CSBG 1/1/15-7/31/16 | $25,000 |

Projected to fund this program for the next 5 years at ~$25,000 per fiscal year.
January 18, 2018

Dear Gina and Mary,

Re: CSBG Funding Request:

Thank you for the opportunity to apply once again for funding to continue our Employment/Educational Coach position supporting Employment, GED Tutoring, linkage to internships through Worknet and as a liaison for youth who choose to attend college while residing in our Homeless Youth Programming (THP).

360 Youth Services has been providing Transitional Housing for homeless youth ages 18-24 since 2000, and have housed over 560 youth throughout that time. We obtain referrals from shelters, churches, school social workers, social service agencies, police departments, other homeless youth as well as individuals in the community who often contact us through our website.

In addition to providing safe and secure housing, our services include Intensive Case Management, Individual Counseling from licensed counselors, Seven Challenges Evidence Based (Substance Abuse Counseling), Life Skills Groups, Job Preparation and Development, and linkages to mainstream resources.

Job Preparation Linkage and GED Preparation/Tutoring are areas that we would like to continue to develop. Although our results are well above average, we continue to struggle with identifying employers willing to work with high risk youth. We have a job preparation/support component currently in our program that we would like to further develop to help youth identify their strengths and interests through screenings, testing and curriculums. We have recently begun to develop a new orientation piece to our curriculum called 360 Launch. It will include developing soft skills addressing needs relating to executive functioning as well as offering a more intense support for youth entering the program. This will require a more hands on approach to help youth develop the skills not only to obtain employment but to maintain employment while involved in our homeless youth programming. Without continued CSBG funding, we do not have the resources or the staffing pattern to implement the solutions to the needs identified.
A major challenge has been in obtaining GED preparation for our clients. We currently utilize College of DuPage which requires youth to spend excessive time and expense taking trains and buses to the Glen Ellyn location providing the GED prep. We currently have laptop computers clients can use thanks to funding awarded from CSBG in 2017. Our Education/Employment Coach has been extremely busy helping the youth access internships, apply for college and complete the GED programs. We currently have 15 youth attending College of DuPage and several who are planning to transition to a 4 year college at discharge. Due to the fact that staff has had to transport youth to and from school as well as internships we are increasing the requested amount of support needed for transportation.

If awarded the CSBG funding for the 2018 Fiscal Year, that funding would allow us to maintain our part time Employment/Educational Coach to provide the necessary hands-on guidance to our youth onsite, establish relationships in the community with employers, and work with the youth through testing and screening, identifying strengths, interests and long term job or educational opportunities.

In the past year of operating this program, through the generosity of the CSBG funding, we have had 14 youth graduate or obtain their GED. We have had 3 youth transition into a 4 year university. I understand that the funding may be available until 2018, which would allow us to continue providing this program of support for another 12 months.

Since our initial startup with My Closet we have continued to receive donated items for the kids who are in desperate need for the basic clothing needs as well as to prepare for employment and school.

Expected Outcomes:
1) We anticipate working with 40 youth per year.
2) Prepare 3 youth for their GED.
3) Assist 10 youth in becoming students at COD or a secondary school of choice.
4) Have 87% (35 of 40) of youth served employed at exit.
5) Have 60% (24 of 40) of youth obtain/maintain their drivers license.
### 360 YOUTH SERVICES
#### FY2018 DUPAGE COUNTY CSBG GRANT FUND APPLICATION
#### PROPOSED BUDGET FOR ONE YEAR PERIOD OF
#### JANUARY 1, 2018 - DECEMBER 31, 2018

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>Part-time position to tutor youths, liaison with community contacts and pursue job placement opportunities</td>
<td>$18,000</td>
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<tr>
<td>Fees</td>
<td>Fees associated with skills assessment, vocational matching and GED testing</td>
<td>$1,000</td>
</tr>
<tr>
<td>Supplies &amp; Materials</td>
<td>Supplies (office, educational, etc.) materials (books, etc.) and start-up purchase of job specific work clothing.</td>
<td>$2,000</td>
</tr>
<tr>
<td>2018 Storage fees for (My Closet)</td>
<td></td>
<td>$1,749</td>
</tr>
<tr>
<td>Program Support/Prep</td>
<td>Support/billing prep for 4 quarters of billing</td>
<td>$1,000</td>
</tr>
<tr>
<td>Transportation</td>
<td>Bus and train passes, bikes, mileage reimbursement, etc. for clients and staff to access training, job opportunities, internships etc.</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

**TOTAL EXPENSE** $28,749
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND 360 YOUTH SERVICES FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this 1st day of January, 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and 360 YOUTH SERVICES ("SUBGRANTEE"), a not-for-profit corporation, with offices at 1305 W. Oswego Road, Naperville, IL 60540.

SECTION I

STATEMENT OF PURPOSE

COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

In consideration of receiving CSBG funds from the COUNTY, the SUBGRANTEE shall perform the following activities for the benefit of the COUNTY in a timely fashion:

1. Screen, assess, refer and or enroll youth in need of services in the Youth in Transition Job and GED Coaching program;
2. Screen the youth for the following: substance abuse, criminal background check, mental illness, and determine if eligible for the program;
3. Provide case management, counseling, transportation, clothing, GED tutoring and job preparation to 24 to 40 CSBG eligible youth (125% of the Federal Poverty Guidelines) for up to two years;
4. Obtain 90-day income, develop a case plan and goals, maintain client file and meet with youth regularly to work on their plan;
5. Provide COUNTY with client intakes within 30 days of assessment;
6. Provide COUNTY with information and or documentation on client outcomes achieved, in progress, failed or dropped out quarterly;
7. Bill the COUNTY quarterly for services, billing must be detailed on how funds were used;
8. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

SECTION III

AMOUNT OF THE GRANT
The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $28,749. Invoicing will be made quarterly for expenses incurred and must include supporting documentation for expenses billed. Twenty-four clients must be documented to be paid in full. Final invoice must be received by January 31, 2019.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this grant agreement are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this grant agreement. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this grant agreement is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the grant agreement:

1. Receipts from revenues which provide the funding for this grant agreement either fall significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this grant agreement are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT

Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein by December 31, 2018.

SECTION VI
CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2018 - December 31, 2018.)

B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including Equal Opportunity Certification (See Exhibit "B").

C. Non-Discrimination: The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

D. Appearance of Impropriety: SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. Political Activities Restricted: SUBGRANTEE agrees that neither the program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. Retention of Records: The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all time sheets, billings, and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain client files and supporting documentation for five (5) years after the final audit of the grant is completed.

G. Audit and Inspection of Records: The SUBGRANTEE shall as often as deemed necessary by the Department of Commerce and Economic Opportunity or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the Department or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent
books, documents, papers, and records of any such contractor involving transactions related to the GRANT for five (5) years from the final payment under the contract. The term "contract:" as used in this clause excludes purchase orders not exceeding $2,500.00.

Subgrantees whose contract amount equals or exceeds $25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-133 ("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:

<table>
<thead>
<tr>
<th>CFDA #</th>
<th>93.569</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFDA Title</td>
<td>Community Services Block Grant</td>
</tr>
<tr>
<td>Award #</td>
<td>G-13B1ILCOSR</td>
</tr>
<tr>
<td>Federal Awarding Agency</td>
<td>Department of Health and Human Services</td>
</tr>
</tbody>
</table>

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 18-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by DCEO for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of claims.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within three (3) working days of receipt.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.
SECTION IX
REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY a quarterly progress report and or billing with client demographics no later than the fifth (5th) day of the following month. In addition, SUBGRANTEE shall submit to the COUNTY an annual report, if one is available, within thirty (30) days of the end of the SUBGRANTEE’s fiscal year.

SECTION X
AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI
FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII
INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE’s negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII
TERMINATION

The COUNTY may terminate this AGREEMENT at anytime hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.
B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A “material breach” of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the stated purposes of this AGREEMENT as set forth in Section II, and further outlined in Exhibit “A;” failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV
ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the written approval of the COUNTY having been first obtained.

SECTION XV
UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI
SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII
APPLICABLE LAW & VENUE

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes
that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX

NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: 360 Youth Services
1548 Bond Rd Ste 114
Naperville, IL 60563
Attention: Debbie Robertson, Executive Director of Child Welfare

TO: DuPage County Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed
SECTION XX
HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT.

IN WITNESS, WHEREOF, the parties have executed this AGREEMENT on the dates hereafter indicated to be effective on the date first written above:

COUNTY OF DUPAGE
(“COUNTY”)

BY: _______________________________ DATE: ____________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: ___________________________ DATE: ____________
PAUL HINDS, COUNTY CLERK

360 Youth Services
(“SUBGRANTEE”)

Signature on File

BY: _______________________________ DATE: 1/24/18

TITLE: Executive Director

Signature on File

ATTEST: ___________________________ DATE: 1/24/18
EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, et. seq.), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant’s jurisdiction.
   d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act, (775 ILCS 5/1-101 et. seq.).
EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DUPAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHED
INTER-GOVERNMENTAL 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 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. 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 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, that 366006551 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- [ ] Individual
- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Corporation (Includes Not For Profit)
- [X] Medical Corporation
- [ ] Governmental Unit
- [ ] Estate or Trust

Pharmacy-Non Corporate
Pharmacy/Funeral Home/Cemetery Corp.
Tax Exempt
Limited Liability Company (select applicable tax classification)

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 $1,039,715.00 of which $1,039,715.00 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 G-18B11LCOSR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is **10/01/2017**. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is **93.569**. The Catalog of State Financial Assistance (CSFA) Number is **420-75-0091**.

1.4. **Term.** This Agreement shall be effective on **01/01/2018** and shall expire on **12/31/2018**, 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**

By: ____________________________
Signature of Sean McCarthy, Director

By: ____________________________
Signature of Designee

Date: ____________________________

Printed Name: ____________________________

Printed Title: ____________________________

**DUPAGE COUNTY**

By: ____________________________
Signature of Authorized Representative

Date: ____________________________

Printed Name: Mary Keating

Printed Title: Director

Email: Mary.Keating@dupageco.org

**By: ____________________________**
Signature of First Other Approver, if Applicable

Date: ____________________________

Printed Name: ____________________________

Printed Title: ____________________________

**By: ____________________________**
Signature of Second Other Approver, if Applicable

Date: ____________________________

Printed Name: ____________________________

Printed Title: ____________________________

**State of Illinois**

**INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017**

Page 2 of 46
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

(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 an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and 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 Revenue 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 $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, 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 following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph Error! Reference source not found..

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
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 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. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee 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 in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 7 of 46.
Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. 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.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

**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 Award is incorporated herein as an attachment. 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. See 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 as an attachment.
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. 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. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. 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 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix 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 institutions of higher education.

(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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(B)).

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

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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. **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.

7.6. **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. See 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 7.5).

      (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. See 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.

   (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.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **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).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program 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 contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 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) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **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).

(f) **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.).

(g) **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).
(h) 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.

(i) 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.).

(j) Clean Air Act and Clean Water Act. Grantee certifies that it is in compliance with all applicable standards, order 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.).

(k) 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 (45 CFR Part 76), or by the State (see 30 ILCS 708/25(6)(G)).

(l) 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.

(m) 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.

(n) 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.

(o) Criminal Convictions. Grantee certifies that neither it nor any managerial agent 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 (30 ILCS 500/50-10.5).

(p) 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).

(q) 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.
(r) 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.

(s) 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).

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

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. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (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 Part 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-awardees are also subject to certification and disclosure. Pursuant to Appendix II(l) 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 200.333, unless a different retention period is specified in 2 CFR 200.333. 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 200.336, 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 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. 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 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be 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 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(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 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

13.4. 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.

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 or PART THREE. 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. In unusual circumstances where more frequent reporting is necessary, some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of the same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. 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, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; 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.

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 set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) 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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 audit period.

(b) 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 more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 17 of 46
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 200.339(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) For cause, which may render the Grantee ineligible for consideration for future
grants from the Grantor or other State agencies; 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 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
200.207. 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 200.338. 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.

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 200.341.

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
State of Illinois

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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 200.342.

15.6. 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 200.339(c).

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.

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.

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, SAM registration status, Related Parties, or address. See 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. 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

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 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 governance structure. 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


21.2. 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 (30 ILCS 500/50-13). 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. 2 CFR 200.64.

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. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by
Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of
sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell,
transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real
property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds
must comply with the requirements of 2 CFR 200.311.

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.

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 Grantor funds are used
in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written
materials, Grantee 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. Purchase and 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.

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ARTICLE XXV
LAWSUITS

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. **Liability.** 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 consent to the personal jurisdiction of any court other than the Illinois Court of Claims.
not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantees 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. 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. 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.

26.14. 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.

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

26.16. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant 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 Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XIV. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department's Annual Consolidated Plan, and any other regulations and policies promulgated by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by federal or state law, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
PAYMENT

Grantee shall receive $1,039,715.00 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 Granter. Payment shall be initiated upon the Granter's approval of eligible costs and cash amount requested for reimbursement of those costs.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Granter in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
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 said change of address and a formal modification will be executed.

<table>
<thead>
<tr>
<th>GRANTOR CONTACT</th>
<th>GRANTEE CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Jennifer Barnes</td>
<td>Name: Mary Keating</td>
</tr>
<tr>
<td>Title: Grant Manager</td>
<td>Title: Director</td>
</tr>
<tr>
<td>Address: 500 E Monroe St Springfield, IL 62701</td>
<td>Address: 421 North County Farm Road 3rd Floor Wheaton, IL 60187-3978</td>
</tr>
<tr>
<td>Phone: 217-558-0480</td>
<td>Phone: 630-407-6420</td>
</tr>
<tr>
<td>TTY#: (800) 785-6055</td>
<td>TTY#: N/A</td>
</tr>
<tr>
<td>Fax#: N/A</td>
<td>Fax#: 630-407-6501</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:Jennifer.Barnes@illinois.gov">Jennifer.Barnes@illinois.gov</a></td>
<td>Email Address: <a href="mailto:Mary.Keating@dupageco.org">Mary.Keating@dupageco.org</a></td>
</tr>
</tbody>
</table>

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

Authorized Designee: [See attachment following this page]
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: 

State of Illinois

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6418

Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature: Signature on File
Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File
Authorized Designee: Jennifer Pitsenbarger
Authorized Designee Title: Division 1 Assistant
Authorized Designee Phone: (630) 407-6421

Authorized Designee Signature: __
Authorized Signatory Approval: __

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch  
Email: externalauditunit@illinois.gov  
Phone: (312) 814-4057  
Fax: (312) 793-0338  
Address: 100 West Randolph  
Suite 3-400  
Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson  
Email: Lisa.Hodson@illinois.gov  
Phone: 217-785-6417  
Fax#: N/A  
Address: 500 E Monroe St  
Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special 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 Department 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).

28.2. Audit Submission. The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, Illinois 62701

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.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. 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. Any additional interest earned on Grant Funds above $500 per year must be returned to the Granter pursuant to paragraphs 4.2 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. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter as set forth in Article XIII herein. If applicable, the Granter 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 30.2 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 6.3 herein, which would not ordinarily require approval from Granter, 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 Granter 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 Granter:

(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 contracting with any Federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to 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 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;

(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; and

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(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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 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 260S) 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 200.338 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.

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 Grant. 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, Grant number, modification 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 C).

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 State of Illinois.

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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 C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, 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 Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

**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 Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

**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.

**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 Historic Preservation Agency. 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 Historic Preservation Agency. 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 violence, or who has a family or household member who is a victim of domestic 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 manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **Minorities, Females, 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, Females, 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 Grant 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 Grantee is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantee 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 Grantee 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 Grantee as a result of state or federal laws, rules and regulations.
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.

38.3 Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph 5.3 herein, once Grantee completes a specific condition, Grantor shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

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.

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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.
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 13.3(a) 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 grant.

April 2018

- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018

- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018

- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019

- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019

- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

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 to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1.

Sub-recipient(s)
The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation
In addition to the payment methods described in Article IV, 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. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications

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Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

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 in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may 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 grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation 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 Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

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 non-Federal entity. 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 non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

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

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes State of Illinois

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real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department's written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or 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 the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant Funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles. as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
**Additional Audit Requirements**
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department 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. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

**Additional Reporting Requirements**
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

**Monitoring and Evaluation Requirements**
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

**Board Requirements**
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

**CSBG Revolving Loan Program**
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

**Publication, Reproduction and Use of Material**

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
Page 44 of 46
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department 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.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
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.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors 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.

Political Activity
Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

**Persons:** 11  
**Outcome Target:** 17  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**  
01.01 Unemployed youth who obtained employment to gain skills or income.  
02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma  
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being  
05.04 Individuals who improved skills related to the adult role of parents/caregivers

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01.021 Career Counseling (1)

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

**Persons:** 9  
**Outcome Target:** 15  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**  
01.05 Unemployed adults who obtained employment (with a living wage or higher)  
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills  
03.06 Individuals engaged with the Community Action Agency who report improved financial well-being

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01.031 Job Search (1)

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

**Persons:** 24  
**Outcome Target:** 38  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**  
01.01 Unemployed youth who obtained employment to gain skills or income.  
02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma  
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

05.03 Individuals who demonstrated improved mental and behaviors

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Education and Cognitive Development

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Income, Infrastructure, and Asset Building

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Housing

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<td>$41,885.00</td>
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DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

Persons: 6

Outcome Target: 6

CSBG Goal #: 01

CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

Persons: 60

Outcome Target: 65

CSBG Goal #: 01

CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

Persons: 15

Outcome Target: 20

CSBG Goal #: 01

CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.
**Outcome Measure(s):**
04.02.A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

**Program Support**  | **Client Assistance**  | **Administration**  | **Special**  | **Total**
---|---|---|---|---
$112,922.00 | $15,000.00 | $3,500.00 | $0.00 | $131,422.00

**04.041 Housing Placement/Rapid Re-Housing (1)**
Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

- **Persons:** 60
- **Outcome Target:** 60
- **CSBG Goal #:** 01

**Outcome Measure(s):**
04.01 Households experiencing homelessness who obtained safe temporary shelter

**Program Support**  | **Client Assistance**  | **Administration**  | **Special**  | **Total**
---|---|---|---|---
$50,000.00 | $0.00 | $3,000.00 | $0.00 | $53,000.00

**04.042 Housing Placement/Rapid Re-Housing (2)**
Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

- **Persons:** 9
- **Outcome Target:** 9
- **CSBG Goal #:** 01

**Outcome Measure(s):**
04.01 Households experiencing homelessness who obtained safe temporary shelter
05.03 Individuals who demonstrated improved mental and behavioral health and well-being

**Program Support**  | **Client Assistance**  | **Administration**  | **Special**  | **Total**
---|---|---|---|---
$20,000.00 | $0.00 | $1,500.00 | $0.00 | $21,500.00

**Health and Social/Behavioral Development (Includes nutrition):**

**05.061 Dental Services, Screenings and Exams (1)**
DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

- **Persons:** 300
- **Outcome Target:** 301
- **CSBG Goal #:** 01

**Outcome Measure(s):**
05.02 Individuals who demonstrated improved physical health and well-being

**Program Support**  | **Client Assistance**  | **Administration**  | **Special**  | **Total**
---|---|---|---|---
$62,000.00 | $500.00 | $5,050.00 | $0.00 | $67,550.00
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

**Persons:** 2680  
**Outcome Target:** 2680  
**CSBG Goal #: 01**

**Outcome Measure(s):**  
05.02 Individuals who demonstrated improved physical health and well-being  
05.04 Individuals who improved skills related to the adult role of parents/caregivers

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**Services: Supporting Multiple Domains**

**07.011 Case Management (1)**

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

**Persons:** 70  
**Outcome Target:** 120  
**CSBG Goal #: 01**

**Outcome Measure(s):**  
01.02 Unemployed adults who obtained employment (up to a living wage)  
01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits  
02.05 Parents/caregivers who improved their home environments  
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills  
03.08 Individuals engaged with the Community Action A

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**07.031 Referrals (1)**

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

**Persons:** 4800  
**Outcome Target:** 4800  
**CSBG Goal #: 01**

**Outcome Measure(s):**  
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

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Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25  
**Outcome Target:** 25  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**  
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

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07.111 Emergency Clothing Assistance (1)

DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

**Persons:** 400  
**Outcome Target:** 400  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**  
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

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07.121 Mediation/Custody Advocacy Interventions (1)

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120  
**Outcome Target:** 120  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**  
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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Agency Capacity Building

**Total Persons:** 3  
**Total Outcome:** 3

09.011 Agency Capacity Building Activities (1)

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3  
**Outcome Target:** 3  
**CSBG Goal #:** 00  
**CSBG Goal:** CSBG Eligible Entity Capacity Building
### Outcome Measure(s):
00.02 Hours of Agency Staff in capacity building activities

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#### Grant 18-231028 Work Program Totals

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Attachment B. Uniform Grant Budget
## Section A: State of Illinois Funds

### Revenues

**State of Illinois Grant Amount Requested**

$1,039,715.00

### Budget Expenditure Categories

1. **Personnel (200.430)**
   - 0101 PERSONNEL (SALARIES & WAGES) $402,547.00
   - 0102 FRINGE BENEFITS $146,773.00

2. **Equipment (200.439)**
   - 0103 TRAVEL $6,300.00
   - 0104 TELECOMMUNICATIONS $1,700.00
   - 0105 TRAINING AND EDUCATION $4,800.00

3. **Supplies (200.94)**
   - 0105 SUPPLIES $2,760.00

4. **Contractual/Subawards (200.318 and .92)**
   - 0106 CONTRACTUAL SERVICES $270,385.00

5. **Consultant (200.459)**

6. **Construction**

7. **Research and Development (200.47)**

8. **Occupancy (200.465)**

9. **Direct Administrative Costs (200.413)**
   - 0313 DIRECT ADMINISTRATIVE COSTS $32,300.00

10. **Miscellaneous Costs**
    - 0114 MISCELLANEOUS COSTS $7,900.00

11. **Grant Exclusive Line Item(s)**
    - 0201 CLIENT ASSIST. - BENEFITS $164,250.00
    - 0402 SPECIAL - T&TA $35,250.00
    - 0403 SPECIAL - ECON DEV/JOB TRAIN $120,000.00

12. **Total Direct Costs (add lines 1-15)**
    - $1,039,715.00

13. **Total Indirect Costs (200.414)**
    - $1,039,715.00

### Summary

- Total State Grant Funds: $1,039,715.00
- Total Indirect Costs: $1,039,715.00

### Rate:

- Rate: N/A

### Base:

- Base: N/A
Grantee: DuPage County

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 Organization 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.

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

Institution/Organization: DuPage County
Signature: ___________________________
Printed Name: MARY A. REATINE
Title: Director
Phone: (630) 407-6457
Date: 1/17/18

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.
The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for</td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to: subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td>Clarification/Resolution:</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Conditions:</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>How to Resolve:</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
<tr>
<td>Timeframe:</td>
<td></td>
</tr>
</tbody>
</table>
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 of 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.

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 or contractor or bid shall update such disclosure with any changes that may occur.

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

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

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: ________________________________

Printed Name: Deborah Robertson

Title: Executive Director

Date: 1/24/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 668 of __________ (total number of pages)
### Requisition under 25k dollars

2018-68

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED BY CONSENT VOTE [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Elizabeth Chaplin, District 2</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Amy L Grant, District 4</td>
</tr>
<tr>
<td>AYES:</td>
<td>Chaplin, Grant, Hart, Khouri, Larsen</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Sam Tornatore</td>
</tr>
</tbody>
</table>

Packet Pg. 669
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

#### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE Submitted</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 5, 2018</td>
<td>$20,000</td>
<td>1/1/18 - 12/31/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REQUESTING DEPT.</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>HEALTH &amp; HUMAN SERVICES</td>
<td>Mary Keating  Completed 02/05/2018 1:14 PM</td>
</tr>
<tr>
<td></td>
<td>Karen Graczyk Completed 02/06/2018 9:50 AM</td>
</tr>
<tr>
<td></td>
<td>Kathy Ostrowski Completed 02/08/2018 2:13 PM</td>
</tr>
<tr>
<td></td>
<td>James McGuire Completed 02/08/2018 4:27 PM</td>
</tr>
<tr>
<td></td>
<td>Paul Rafac Completed 02/13/2018 7:53 AM</td>
</tr>
<tr>
<td></td>
<td>Kathy Ostrowski Completed 02/13/2018 3:56 PM</td>
</tr>
<tr>
<td></td>
<td>Health &amp; Human Services Completed 02/20/2018 10:15 AM</td>
</tr>
</tbody>
</table>
Send Purchase Order To:
Vendor: Prairie State Legal Services  
Vendor #: 10834  
Attn: Michael O'Connor  
Email:  
Address: 400 W. Roosevelt Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-690-2130  
Fax:  

Send Invoices To:  
Dept: Community Services  
Division: CSBG Grant  
Attn: Gina Strafford-Ahmed  
Email: gina.strafford@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6444  
Fax:  

Send Payments To:  
Vendor: Prairie State Legal Services  
Vendor #: 10834  
Attn: Michael O'Connor  
Email:  
Address: 400 W. Roosevelt Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-690-2130  
Fax:  

Ship To:  
Vendor: Prairie State Legal Services  
Vendor #: 10834  
Attn: Michael O'Connor  
Email:  
Address: 400 W. Roosevelt Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-690-2130  
Fax:  

Payment Terms: PER 50 ILCS 505/1  
F.O.B: Destination  
Use for PO25 only: Contract Administrator  
Contract Start Date: Jan 1, 2018  
Contract End Date: Dec 31, 2018  

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extensor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sub-grantee agreement purchase order to provide free legal services to homeless residents in DuPage County.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>53090</td>
<td>18-231028 53090</td>
<td>20,000.00</td>
<td>20,000</td>
<td></td>
</tr>
</tbody>
</table>

Requisition Total $ 20,000

Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):  

Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):  
Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

User Department Internal Notes (these comments will NOT appear on the Purchase Order):  
### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

---

<table>
<thead>
<tr>
<th>Vendor: Prairie State Legal Services</th>
<th>Vendor #:</th>
<th>Contract Term: 1/1/18-12/31/18</th>
<th>Contract Total: $20,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Community Services</td>
<td>Contact: Gina Strafford-Ahmed</td>
<td>Phone: 6444</td>
<td>Assigned Committee: HHS</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Provide legal assistance to homeless residents to help them become employable.

**Reason for Procurement**

$20,000 in CSBG funds will assist 25 low income homeless households.

---

**FUNDING SOURCE**

- [X] Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650
- [ ] Budget Transfer (Date)  
  Add1 Information

---

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID #  
  (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid #  
  [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  
  [ ] Public Utility
- [ ] PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP #  
  (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP #
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [X] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID #

---

**PREPARED BY AND APPROVAL(S) (Initials Only)**

**Prepared By**  
Jan 26, 2018  
Date

**Recommended for Approval**  
Jan 26, 2018  
Date

**IT Approval, if required**

**Date**

**REVIEWED BY (Initials Only)**

**Buyer**

2/8/18  
Date

**Procurement Officer**

2-8-18  
Date

**Chief Financial Officer**

(Decision Memos Over $25,000)

2-13-18  
Date

**Chairman's Office**

(Decision Memos Over $25,000)

Date
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: Community Services
Contact Email: gina.strafford@dupageco.org
Vendor Name: Prairie State Legal Services (PSLS)

Department Contact: Gina Strafford-Ahmed
Contact Phone: 6444
Vendor #: 11935

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide legal services to homeless residents of DuPage County. Funding remains at $20,000.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
CSBG grant funds are needed to support legal services and advocacy for homeless residents of the County.

Strategic Impact
Quality of Life
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency. Program will address each of these areas with a focus on economic self-sufficiency.

Source Selection/Vetting Information - Describe method used to select source.
This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. PSLS is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1) Issue a grant to Prairie State Legal Services for $20,000. This will allow homeless residents access to legal assistance and advocacy which would not be available otherwise.
2) Do not fund the program and run the risk of homeless not being able to obtain employment and or obtain vital services.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
CSBG 1/1/18-12/31/18 $20,000
CSBG 7/1/17-12/31/17 $10,000 Partial grant due to change in State Grant Fiscal Year, not a decrease.
CSBG 1/1/16-6/30/17 $20,000
CSBG 7/1/15-6/30/16 $20,000

Packet Pg. 673
2017 CSBG Grant Fund – Prairie State Legal Services

2018 CSBG Grant Funds are being requested for the following purposes:

1. Screen, assess, and enroll 25 individuals or families into the Homeless Advocacy Project;

2. Obtain 90 day income and demographics on each enrolled household and maintain the file for at least 7 years;

3. Assess clients' legal problems;

4. Conduct factual and legal investigation of clients' legal problems;

5. Represent clients in administrative hearings or court proceedings;

6. Provide legal advice or representation to 25 clients with issues involving suspension of drivers licenses; divorce and child support matters; and/or involving sealing or expungement of criminal records so that they can become more employable.

Many of our homeless clients lack the income necessary to maintain stable housing. This project seeks to provide legal assistance to help them access income either through removing legal barriers to income, such as child support, or removing legal barriers to employability, such as expungement of criminal records or drivers license suspensions. Especially in suburban areas, employees are particularly dependent on the automobile to get to places of employment. Without a valid drivers license it often becomes extremely difficult to obtain and keep a job. This project will enable many clients to remove that barrier, which will lead to employment and the ability to afford stable housing.

It is anticipated these funds will be expended no later than December 31, 2018.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND PRAIRIE STATE LEGAL SERVICES FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this 1st day of January, 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and PRAIRIE STATE LEGAL SERVICE ("SUBGRANTEE"), a not-for-profit corporation, with offices at 400 W. Roosevelt Road, Wheaton, IL 60187

SECTION I

STATEMENT OF PURPOSE

COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

In consideration of receiving CSBG funds from the COUNTY, the SUBGRANTEE shall perform the following activities for the benefit of the COUNTY in a timely fashion:

1. Screen, assess, and enroll 25 individuals or families into the Homeless Advocacy Project;
2. Obtain 90-day income and demographics on each enrolled household and maintain the file for at least 5 years;
3. Assess clients' legal problems;
4. Conduct factual and legal investigation of clients' legal problems;
5. Provide legal advice or representation to 25 clients with issues involving suspension of driver's licenses; divorce and child support matters; and/or involving sealing or expungement of criminal records so that they can become more employable;
6. Represent clients in administrative hearings or court proceedings;
7. Submit client intakes to the COUNTY within 30 days of assessment;
8. Submit detailed billings quarterly to the COUNTY;
9. Comply with all assurances as further detailed in Exhibit “A,” attached hereto and incorporated herein as part of this Agreement.
SECTION VI

CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2018 – December 31, 2018.)

B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including Equal Opportunity Certification (See Exhibit "B").

C. Non-Discrimination: The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

D. Appearance of Impropriety: SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. Political Activities Restricted: SUBGRANTEE agrees that neither the program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. Retention of Records: The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) day notice from the COUNTY, all time sheets, billings, and other documentation, shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain client files and supporting documentation for five (5) years after the final audit of the grant is completed. Excluded from the requirements and obligations under this section are confidential case notes prepared by the SUBGRANTEE in the course of their representation of clients under this grant. Such case notes are prohibited from being shared with third parties under the Illinois Rules of Professional Conduct for attorneys.

G. Audit and Inspection of Records: The SUBGRANTEE shall as often as deemed necessary by the Department of Commerce and Economic Opportunity or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized
contracts was performed in a satisfactory manner and in conformance with said third party contracts.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within three (3) working days of receipt if applicable.

COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX
REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY a quarterly progress report and or billing with client demographics no later than the fifth (5th) day of the following month. In addition, SUBGRANTEE shall submit to the COUNTY an annual report, if one is available, within thirty (30) days of the end of the SUBGRANTEE's fiscal year.

SECTION X
AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI
FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII
INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits,
binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI
SEVERABILITY

If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII
APPLICABLE LAW & VENUE

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII
RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX
NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: Prairie State Legal Services  
400 W. Roosevelt Road  
Wheaton, IL 60187  
Attention: Marisa Wiesman, Managing Attorney

TO: DuPage County Community Services  
421 N. COUNTY Farm Road  
Wheaton, IL 60187  
Attention: Gina Strafford-Ahmed
SECTION XX
HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT.

IN WITNESS, WHEREOF, the parties have executed this AGREEMENT on the dates hereafter indicated to be effective on the date first written above:

COUNTY OF DUPAGE
("COUNTY")

BY: ____________________________________________ DATE: ____________

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: _________________________________________ DATE: ____________

PAUL HINDS, COUNTY CLERK

Prairie State Legal Services
("SUBGRANTEE")

BY: ____________________________________________ DATE: Jan 24, 2018

TITLE: Executive Director

Signature on File

ATTEST: ____________________________________________ DATE: 1/24/18

Signature on File
EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, et. seq.), which provide that no person in the United States shall be excluded on the grounds of race, color, or national origin, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity to which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act. (775 ILCS 5/1-101 et. seq.).
EXHIBIT C
SEE ATTACHED
INTER-GOVERNMENTAL 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 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. 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 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, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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 $1,039,715.00 of which $1,039,715.00 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 G-18B1ILCOSR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. **Term.** This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, 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**

By: ______________________________
Signature of Sean McCarthy, Director

By: ______________________________
Signature of Designee

Date: ______________________________
Printed Name: ______________________________
Printed Title: ______________________________

**DUPAGE COUNTY**

By: ______________________________
Signature of Authorized Representative

Date: ______________________________
Printed Name: Mary Keating
Printed Title: Director
Email: Mary.Keating@dupageco.org

By: ______________________________
Signature of First Other Approver, if Applicable

Date: ______________________________
Printed Name: ______________________________
Printed Title: ______________________________

By: ______________________________
Signature of Second Other Approver, if Applicable

Date: ______________________________
Printed Name: ______________________________
Printed Title: ______________________________

State of Illinois
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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

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

   (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 an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and 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 Revenue 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 $25,000. 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, and are incorporated herein by reference. See 44 Ill. Adm. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, 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 following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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, Granite 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 7000.20.

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

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph Error! Reference source not found.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

4.1. **Availability of Appropriation: Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Granter 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 Granter by the State or the Federal funding source, (ii) the Governor or Granter reserves funds, or (iii) the Governor or Granter determines that funds will not or may not be available for payment. Granter 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. **Illinois Grant Funds Recovery Act.** Any Grant Funds remaining that are not expended or legally obligated by Grantee 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 Granter within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the 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.

4.3. **Cash Management Improvement Act of 1990.** 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.

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

4.5. **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. Granter may decrease the estimated amount of this Agreement at any time during the Term if (i) Granter believes Grantee will not use the funds during the Term, (ii) Granter 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 Granter by the State or the Federal funding source, (iv) the Governor or Granter reserves funds, or (v) the Governor or Granter 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.

4.6. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 7 of 46
4.7. **Timely Billing Required.** Grantee must submit any payment request to Granter within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Granter cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Granter and may request an extension of time to submit the payment request. Granter’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

> By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

**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 Award is incorporated herein as an attachment. 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. See 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 as an attachment.
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. 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. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **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 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix 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 institutions of higher education.

(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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

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

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.

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. See 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 7.5).

(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. See 2 CFR 200.430(j)(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.

(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.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **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 705/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program 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 contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 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 500c/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **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).

(f) **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.).

(g) **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).
(h) **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.

(i) **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.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order 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.).

(k) **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 (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **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.

(m) **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.

(n) **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.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent 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 Granter shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **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).

(q) **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.
**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.

**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).

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

**ARTICLE IX**

**CRIMINAL DISCLOSURE**

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Granter all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (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 Part 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-awardees are also subject to certification and disclosure. Pursuant to Appendix II(l) 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 31USC1352. 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 200.333, unless a different retention period is specified in 2 CFR 200.333. 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 200.336, 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 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. 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 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be 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 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(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 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee’s fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee’s tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

13.4. **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.

**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** or **PART THREE**. Unless 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. In unusual circumstances when more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. 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, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. **Content of Performance Reports.** Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; 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.

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 set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) **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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 audit period.

(b) **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 more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

   (ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

   (iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

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 State of Illinois

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partial termination, the portion to be terminated. If Granter 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, Granter may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Granter 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) For cause, which may render the Grantee ineligible for consideration for future grants from the Granter or other State agencies;

(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 Granter 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.** Granter 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, Granter may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Granter. Granter 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 applicable statutes, regulations or the terms and conditions of this or any Award, Granter may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Granter determines that non-compliance cannot be remedied by imposing additional conditions, Granter may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Granter policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. **Objection.** If Granter 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 Granter 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 200.341.

16.5. **Effects of Suspension and Termination.**

(a) Granter 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 18 of 46
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 200.342.

15.6. 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 200.339(c).

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.

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.

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, SAM registration status, Related Parties, or address. See 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. 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

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 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 governance structure. 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


21.2. 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 (30 ILCS 500/50-13). 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. 2 CFR 200.64.

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. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the
transfer of such equipment. Upon such notification by Granter, and upon receipt or delivery of such equipment by Granter, Grantee will be deemed to have transferred the equipment to Granter as if Grantee had executed a bill of sale therefor.

22.2. **Prohibition against Disposition/Encumbrance.** The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Granter. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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.

**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 Granter funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee 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 [Granter].” Exceptions to this requirement must be requested, in writing, from Granter and will be considered authorized only upon written notice thereof to Grantee.

23.2. **Prior Notification/Release of Information.** Grantee agrees to notify Granter 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 Granter in joint or coordinated releases of information.

**ARTICLE XXIV**

**INSURANCE**

24.1. **Purchase and 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 Granter.
ARTICLE XXV
LAWSUITS

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. Liability. 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 State of Illinois

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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.** 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **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.

26.14. **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.

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

26.16. **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant 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 Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XLI. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department's Annual Consolidated Plan, and any other regulations and policies promulgated by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by federal or state law, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
Grantee shall receive $1,039,715.00 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.

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
CONTACT INFORMATION

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 said change of address and a formal modification will be executed.

GRANTOR CONTACT

<table>
<thead>
<tr>
<th>Name</th>
<th>Jennifer Barnes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Grant Manager</td>
</tr>
<tr>
<td>Address</td>
<td>500 E Monroe St</td>
</tr>
<tr>
<td></td>
<td>Springfield, IL 62701</td>
</tr>
<tr>
<td>Phone</td>
<td>217-558-0480</td>
</tr>
<tr>
<td>TTY#</td>
<td>(800) 785-6055</td>
</tr>
<tr>
<td>Fax#</td>
<td>N/A</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:Jennifer.Barnes@illinois.gov">Jennifer.Barnes@illinois.gov</a></td>
</tr>
</tbody>
</table>

GRANTEE CONTACT

<table>
<thead>
<tr>
<th>Name</th>
<th>Mary Keating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Director</td>
</tr>
<tr>
<td>Address</td>
<td>421 North County Farm Road</td>
</tr>
<tr>
<td></td>
<td>3rd Floor</td>
</tr>
<tr>
<td></td>
<td>Wheaton, IL 60187-3978</td>
</tr>
<tr>
<td>Phone</td>
<td>630-407-6420</td>
</tr>
<tr>
<td>TTY#</td>
<td>N/A</td>
</tr>
<tr>
<td>Fax#</td>
<td>630-407-6501</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:Mary.Keating@dupageco.org">Mary.Keating@dupageco.org</a></td>
</tr>
</tbody>
</table>

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: ________________________________  

Authorized Designee:
Authorized Designee Title:  
Authorized Designee Phone:  
Authorized Designee Email:  
Authorized Designee Signature: ________________________________  
Authorized Signatory Approval: ________________________________
Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services
DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6415

Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature: Signature on File
Authorized Designee Signature: Signature on File
Authorized Signatory Approval: Signature on File
Authorized Designee: Jennifer Pitseabarger
Authorized Designee Title: Division I Assistant
Authorized Designee Phone: (630) 407-6421

Authorized Designee Signature: ___
Authorized Signatory Approval: ___
Signature on File ___
Signature on File ___

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
### GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

<table>
<thead>
<tr>
<th>Name</th>
<th>James Misch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:externalauditunit@illinois.gov">externalauditunit@illinois.gov</a></td>
</tr>
<tr>
<td>Phone</td>
<td>(312) 814-4057</td>
</tr>
<tr>
<td>Fax</td>
<td>(312) 793-0338</td>
</tr>
<tr>
<td>Address</td>
<td>100 West Randolph</td>
</tr>
<tr>
<td></td>
<td>Suite 3-400</td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60601</td>
</tr>
</tbody>
</table>

### GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

<table>
<thead>
<tr>
<th>Name</th>
<th>Lisa Hodson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:Lisa.Hodson@illinois.gov">Lisa.Hodson@illinois.gov</a></td>
</tr>
<tr>
<td>Phone</td>
<td>217-785-6417</td>
</tr>
<tr>
<td>Fax#</td>
<td>N/A</td>
</tr>
<tr>
<td>Address</td>
<td>500 E Monroe St</td>
</tr>
<tr>
<td></td>
<td>Springfield, IL 62701</td>
</tr>
</tbody>
</table>
See Exhibit B.
EXHIBIT F

PERFORMANCE STANDARDS

In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special 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 Department 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).

28.2. Audit Submission. The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, Illinois 62701

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 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.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Grantor at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Grantor. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Grantor.

30.2. 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. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 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. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 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 30.2 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 6.3 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 contracting with any Federal or State department or agency;

   (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to 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 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;

   (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; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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 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 260S) 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 200.338 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.

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 Grant. 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, Grant number, modification 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 Granter 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 C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, subject to the Granter'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 Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

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 Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Granter.

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 Granter and, where appropriate, the appropriate authorities.

ARTICLE XXXVII
APPLICABLE STATUTES

To the extent applicable, Granter 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 Granter 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 Granter identifying each beneficiary of the land trust by name and address and defining such interest therein.

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
Page 36 of 46
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 Historic Preservation Agency. 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 Historic Preservation Agency. 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 violence, or who has a family or household member who is a victim of domestic 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 manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **Minorities, Females, 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, Females, 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 Grant 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.
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.

38.3. Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph 5.3 herein, once Grantee completes a specific condition, Grantor shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

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.
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 13.3(a) 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 grant.

April 2018

• Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018

• Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018

• Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019

• Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019

• End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
Agreement No. 18-231028

- End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

- Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

- Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

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 to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Sub-recipient(s)
The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation
In addition to the payment methods described in Article IV, 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. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications
Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

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 in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may 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 grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation 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 Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

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 non-Federal entity. 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 non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

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

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes State of Illinois
real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: It is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for “shared use” with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department’s written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable 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 the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives, to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant Funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department 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. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan.

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with “Organizational Standards for CSBG Eligible Entities” established under 6788 of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans.
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department 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.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements
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.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors 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.

**Political Activity**

Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
### Outreach Community Ministries (Sub-grantee) - Employment Opportunity Program

Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

**Persons:** 11  
**Outcome Target:** 17  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

**Program Support:** $0.00  
**Client Assistance:** $0.00  
**Administration:** $500.00  
**Special:** $45,000.00  
**Total:** $45,500.00

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### DuPage County workNet/WIOA

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

**Persons:** 9  
**Outcome Target:** 15  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

**Program Support:** $0.00  
**Client Assistance:** $0.00  
**Administration:** $500.00  
**Special:** $75,000.00  
**Total:** $75,500.00

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### 360 Youth Services (Sub-grantee)

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

**Persons:** 24  
**Outcome Target:** 38  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills.
### Education and Cognitive Development

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**Total Persons:** 6
**Total Outcome:** 6

#### 02.06 Educational Financial Aid Assistance (1)

DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

- **Persons:** 6
- **Outcome Target:** 6
- **CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

#### Outcome Measure(s):

- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
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**Total Persons:** 60
**Total Outcome:** 65

### Income, Infrastructure, and Asset Building

#### 03.01 Training and Counseling Services (1)

The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

- **Persons:** 60
- **Outcome Target:** 65
- **CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

#### Outcome Measure(s):

- 03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
- 03.03 Individuals who opened a savings account or IDA
- 03.04 Individuals who increased their savings
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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**Total Persons:** 108
**Total Outcome:** 109

### Housing

#### 04.01 Housing Payment Assistance (1)

DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

- **Persons:** 15
- **Outcome Target:** 20
- **CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.
Outcome Measure(s):
04.02.A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

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<td>CSBG Goal #: 01</td>
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Outcome Target: 80

Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

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04.041 Housing Placement/Rapid Re-Housing (1)

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

<table>
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<tr>
<th>Persons: 9</th>
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<tbody>
<tr>
<td>CSBG Goal #: 01</td>
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</table>

Outcome Target: 9

Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

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</tbody>
</table>

04.042 Housing Placement/Rapid Re-Housing (2)

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

<table>
<thead>
<tr>
<th>Persons: 300</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
</tr>
</tbody>
</table>

Outcome Target: 301

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 62,000.00</td>
<td>$ 500.00</td>
<td>$ 5,050.00</td>
<td>$ 0.00</td>
<td>$ 67,550.00</td>
</tr>
</tbody>
</table>
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

<table>
<thead>
<tr>
<th>Persons: 2680</th>
<th>Outcome Target: 2680</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
- 05.02 Individuals who demonstrated improved physical health and well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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<tr>
<td>$34,000.00</td>
<td>$0.00</td>
<td>$2,000.00</td>
<td>$0.00</td>
<td>$36,000.00</td>
</tr>
</tbody>
</table>

**Services Supporting Multiple Domains:**

<table>
<thead>
<tr>
<th>Total Persons: 5,415</th>
<th>Total Outcome: 5,465</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**07.011 Case Management (1)**

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

<table>
<thead>
<tr>
<th>Persons: 70</th>
<th>Outcome Target: 120</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
- 01.02 Unemployed adults who obtained employment (up to a living wage)
- 01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits
- 02.05 Parents/caregivers who improved their home environments
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action A

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
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<td>$12,500.00</td>
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<td>$91,000.00</td>
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</tbody>
</table>

---

**07.031 Referrals (1)**

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

<table>
<thead>
<tr>
<th>Persons: 4800</th>
<th>Outcome Target: 4800</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
<td>CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.</td>
</tr>
</tbody>
</table>

**Outcome Measure(s):**
- 06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
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<td>$1,750.00</td>
<td>$0.00</td>
<td>$263,338.00</td>
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---

**07.101 Legal Assistance (1)**
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25  
**Outcome Target:** 25  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**  
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
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<tbody>
<tr>
<td>$ 20,000.00</td>
<td>$ 0.00</td>
<td>$ 500.00</td>
<td>$ 0.00</td>
<td>$ 20,500.00</td>
</tr>
</tbody>
</table>

**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

**Persons:** 400  
**Outcome Target:** 400  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**  
03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
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<tr>
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<td>$ 117,738.00</td>
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**07.121 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120  
**Outcome Target:** 120  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

**Outcome Measure(s):**  
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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**Agency Capacity Building**

**Total Persons:** 3  
**Total Outcome:** 3

**09.011 Agency Capacity Building Activities (1)**

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3  
**Outcome Target:** 3  
**CSBG Goal #:** 00  
**CSBG Goal:** CSBG Eligible Entity Capacity Building
### Outcome Measure(s):
00.02 Hours of Agency Staff in capacity building activities

<table>
<thead>
<tr>
<th>Program Support</th>
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<td>$ 0.00</td>
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**Grant 18-231028 Work Program Totals**

<table>
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<th>Administration</th>
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<td>$ 35,250.00</td>
<td>$ 32,300.00</td>
<td>$ 129,000.00</td>
<td>$ 1,039,715.00</td>
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</tbody>
</table>
Attachment B. Uniform Grant Budget
### Section A: State of Illinois Funds

#### Revenues

State of Illinois Grant Amount Requested

#### Budget Expenditure Categories

1. Personnel (200.430)
   - 0101 PERSONNEL (SALARIES & WAGES) $402,547.00
2. Fringe Benefits (200.431)
   - 0102 FRINGE BENEFITS $146,773.00
3. Travel (200.474)
   - 0103 TRAVEL $6,300.00
4. Equipment (200.439)
5. Supplies (200.94)
   - 0105 SUPPLIES $2,760.00
6. Contractual/Subawards (200.318 and .92)
   - 0106 CONTRACTUAL SERVICES $270,385.00
7. Consultant (200.459)
8. Construction
9. Occupancy (200.465)
10. Research and Development (200.87)
11. Telecommunications
   - 0111 TELECOMMUNICATIONS $1,700.00
12. Training and Education (200.472)
   - 0112 TRAINING AND EDUCATION $4,800.00
13. Direct Administrative Costs (200.413)
   - 0313 DIRECT ADMINISTRATIVE COSTS $32,300.00
14. Miscellaneous Costs
   - 0114 MISCELLANEOUS COSTS $7,900.00
15. Grant Exclusive Line Item(s)
   - 0201 CLIENT ASSIST. - BENEFITS $164,250.00
   - 0402 SPECIAL - T&TA $35,250.00
   - 0403 SPECIAL - ECON DEV/JOB TRAIN $9,000.00
16. Total Direct Costs (add lines 1-15) $1,039,715.00
17. Total Indirect Costs (200.414)
   - Rate: N/A %
   - Base: N/A
18. Total Costs State Grant Funds (Lines 16 and 17) $1,039,715.00
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 Organization 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(S); or
   [ ] complies with other statutory policies.

5) [ ] No reimbursement of Indirect Cost is being requested.

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: ______

Rate: ______ %
Grantee: DuPage County

NOFO Number: 0
Grant Number: 18-231028

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 on File
DuPage County
Signature:

Printed Name: MARY A. KEATING
Title: Director
Phone: (630) 407-6457
Date: 1/17/18

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.
### STATE OF ILLINOIS
### UNIFORM GRANT BUDGET TEMPLATE

<table>
<thead>
<tr>
<th>Agency Approval</th>
<th>STATE:</th>
<th>AGENCY: Commerce &amp; Econ. Opportunity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name: DuPage</td>
<td>CSFA Description: Community Services Block Grant</td>
<td>NOFO #</td>
</tr>
<tr>
<td>CSFA Number: 420-75-0091</td>
<td>DUNS#</td>
<td>Fiscal Year(s): 2018</td>
</tr>
<tr>
<td>Grant Number: 18-231028</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Final Budget Amount Approved

$1,039,715

<table>
<thead>
<tr>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature on File</td>
<td>1/2/18</td>
<td>Signature on File</td>
<td>1/2/18</td>
</tr>
</tbody>
</table>

#### Budget Revision Approved

<table>
<thead>
<tr>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

\[\text{§200.308 Revision of budget and program plans}\\
\text{(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.}\]

Packet Pg. 741
### PRAQ Section: 2b - History of Performance - External

The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and "program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to; subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.

### Conditions:

The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).

### Risk Explanation:

Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.

### How to Resolve:

The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.

### Timeframe:

The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.
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**

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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's bid and shall update such disclosure with any changes that may occur.

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

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marisa Wiesman</td>
<td>630-690-2130</td>
<td><a href="mailto:mwiesman@pslegal.org">mwiesman@pslegal.org</a></td>
</tr>
<tr>
<td>Kerry O'Brien</td>
<td>630-690-2130</td>
<td><a href="mailto:kobrien@pslegal.org">kobrien@pslegal.org</a></td>
</tr>
<tr>
<td>Michael O'Connor</td>
<td>815-965-2134</td>
<td><a href="mailto:moconnor@pslegal.org">moconnor@pslegal.org</a></td>
</tr>
</tbody>
</table>

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

*Signature on File*

Printed Name: Michael O'Connor
Title: Executive Director
Date: 1/30/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)
RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Amy L Grant, District 4
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Sam Tornatore
## PROCUREMENT REVIEW CHECKLIST
### REQUISITION

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 5, 2018</td>
<td>$15,000</td>
<td>01/01/2018 - 12/31/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
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### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Requestor</th>
<th>Completion Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>02/05/2018 2:33 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>02/06/2018 9:36 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>James McGuire</td>
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<tr>
<td>Paul Rafac</td>
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<tr>
<td>Health &amp; Human Services</td>
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<td>02/20/2018 10:15 AM</td>
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</table>
**Send Purchase Order To:**

Vendor: DuPage Federation on Human Services Reform  
Vendor #: 11348

Attn: Candace King  
Email: 

Address: 246 E. Janata Boulevard, Suite 265  
City: Lombard  
State: IL  
Zip: 60148  
Phone: 630-782-7545

**Send Invoices To:**

Dept: Community Services  
Division: CSBG Grant

Attn: Gina Strafford-Ahmed  
Email: gina.strafford@dupageco.org

Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6444

**Send Payments To:**

Vendor: DuPage Federation on Human Services Reform  
Vendor #: 11348

Attn: Candace King  
Email: 

Address: 246 E. Janata Boulevard, Suite 265  
City: Lombard  
State: IL  
Zip: 60148  
Phone: 630-782-7545

**Ship To:**

Dept: Community Services  
Division: CSBG Grant

Attn: Gina Strafford-Ahmed  
Email: gina.strafford@dupageco.org

Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6444

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extensior
---|----|----|----------------|------------|---|-------|-------|---------------------------|------------|--------
1 | 1 | EA | Sub-grantee agreement purchase order to provide low income individuals referred from IDHS with emergency assistance such as: transportation, gas cards, food, prescriptions, case management and work clothing/testing. | 18 | 5000 | 1650 | 18-231028 53815 | 15,000.00 | 15,000

**Requisition Total:** $15,000

---

**Special Instructions/Comments to Buyer or Approver**

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

---

**User Department Internal Notes**

these comments will NOT appear on the Purchase Order:
Packet Pg. 748

Procurement Review Checklist
Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

6.B.2.b

Vendor: DuPage Federation on Human Services Reform
Vendor #: 11348

Dept: Community Services
Contact: Gina Strafford-Ahmed
Phone: 5444

Description of Procurement/Scope of Work/Background
Provide emergency assistance to clients referred from the IL Dept. of Human Services. Clients may receive assistance with transportation, gas cards, food, prescriptions, case management, work clothing/testing and other services via program funding.

Reason for Procurement
$15,000 in CSBG funds will assist 120 low income individuals with emergency needs.

FUNDING SOURCE
✓ Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650

DECISION MEMO NOT REQUIRED
☐ LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ____________________________ ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ____________________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

Jan 26, 2018

Jan 26, 2018

Jan 26, 2018

REVIEWED BY (Initials Only)

Jan 26, 2018

Jan 26, 2018

Jan 26, 2018
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: Community Services
Contact Email: gina.strafford@dupageco.org
Vendor Name: DuPage Federation on Human Services Reform

Department Contact: Gina Strafford-Ahmed
Contact Phone: 6444
Vendor #: 

Action Requested - Identify the action to be taken and the total cost; for instance, approval of a new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide low income residents of DuPage County in need emergency assistance with basic needs, transportation, prescriptions, and employment testing/clothing. This is a renewal for the 2018 grant year, funding remains at $15,000.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support the Open Door which is designed to assist individuals and families, coming into the local IDHS office, who are facing a crisis that the IDHS office is unable to fully meet. The Open Door staff will work with the individual to help meet the immediate crisis and will ensure the person is linked to all needed services. CSBG has funded this program since 2011.

Strategic Impact
Quality of Life

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency: Program will address each of these areas with a focus on economic self-sufficiency.

Source Selection/Vetting Information - Describe method used to select source.

This is a sub-grant exempt from bidding. Open Door is the only approved vendor of this program for DuPage County. They partner with Community Services to ensure that residents in crisis are served in a timely and cost effective manner. The DuPage Federation is an established not for profit in DuPage County and has received Human Services Grant Funds as well. See attached request for funding.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Issue a sub grantee agreement with DuPage Federation/Open Door for $15,000 to provide crisis assistance and basic needs items to low income residents.
2) If funds are not provided individuals may have to wait to attain help with food, prescriptions, work boots, transportation, clothing, and other emergency needs.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

CSBG 1/1/18-12/31/18 $15,000
CSBG 1/1/17-12/31/17 $15,000
CSBG 1/1/16-3/31/17 $10,000
CSBG 4/1/15-3/31/16 $10,000

Projected to fund this program for the next 5 years at $15,000 per fiscal year.
CSBG 2018 CSBG Funding Proposal

Open Door serves persons visiting the Naperville FCRC whose urgent needs cannot be met by the IDHS resources available in that office. This group, which includes persons living in DuPage County and adjacent counties, typically includes low income persons who just miss qualifying for benefits, those whose urgent needs cannot wait for the eligibility determination process, or those who need a service that is provided by an organization outside the IDHS network. Additionally, the program serves persons referred from partner organizations, including other IDHS divisions and their contractors, or those who self-refer and are in need of the services provided by Open Door.

Open Door staff have access to funds from agency resources and from a special grant from DCEO/Community Services Block Grant through DuPage County Community Services that allows staff to provide funds to meet immediate, crisis needs such as utility assistance, clothing, a short hotel stay, gas, a PACE bus pass, food, diapers, etc. We also stock emergency food boxes provided by Loaves & Fishes and People's Resource Center with enough food to get a family through a few days until a food pantry can be accessed.

For 2018, the Open Door program expects to serve an average of 1300 persons during the year. Of those 1300, we anticipate providing financial assistance to approximately 120 households. The 2018 fiscal year from 1/1/18 to 12/31/18 will be sufficient to expend the CSBG funds. Open Door will follow the guidelines below:

1. Based on our current funding level of $15,000, Open Door will provide financial assistance to individuals providing emergency assistance for those in need of essential items and or services such as food, transportation, emergency hotel stay, clothing, medical expenses, utility assistance, and employment expenses.

2. CSBG eligible clients (125% of the Federal Poverty Level) will complete a CSBG application and provide 90 day income documentation as well as all other eligibility criteria. Client application will be provided with the invoice, monthly.

3. Each client receiving a service listed above will be invoiced to the COUNTY by the fifth (5th) day of each month. The invoice will list the client name, service received and exact cost.

Open Door staff will provide the following additional services for CSBG clients if necessary:

1. Provide assistance, support and advocacy to assist clients in obtaining benefits.
2. Provide short term case management and goal setting with enrolled clients.
3. Assist clients with disabilities with navigating the Social Security Disability application process.
5. Track clients using CMIS and IDHS Open Door tracking system.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE DUPAGE FEDERATION ON HUMAN SERVICES REFORM OPEN DOOR PROGRAM FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into this 1 day of January, 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and THE DUPAGE FEDERATION ON HUMAN SERVICES REFORM (hereinafter called "SUBGRANTEE"), located at: 246 E. Janata Boulevard, Suite 265, Lombard, IL 60148.

SECTION I
STATEMENT OF PURPOSE

COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II
REQUIREMENTS OF SUBGRANTEE

SUBGRANTEE will perform in a timely fashion for the benefit of the COUNTY, the following activities:

1. Open Door will provide emergency assistance for 60 households/120 individuals in need of essential items and or services such as food, transportation, emergency hotel fees, clothing, medical expenses, case management, advocacy, and employment expenses.

2. CSBG eligible clients (125% of the Federal Poverty Level) will complete a CSBG Application and provide 90-day income documentation. Client application will be provided with the invoice, monthly.

3. Each client receiving a service listed above will be invoiced to the COUNTY by the fifth (5th) day of each month. The invoice will list the client name, service received and exact cost.

4. Provide assistance, support and advocacy to assist clients in obtaining benefits.

5. Provide short term case management and goal setting with enrolled clients.

6. Tracks clients using CMIS and IDHS Open Door tracking system.

7. Maintain client files.

8. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

These activities are not inclusive, and are further outlined in Exhibit "A", attached hereto and made a part of this Agreement.
SECTION III

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $15,000.00. Invoicing will be made monthly, based upon expenses incurred, and must include supporting documents for expenses billed. Final invoice must be submitted by January 31, 2019.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this Grant. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fall significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Grant are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT
Time is of the essence in this AGREEMENT, SUBGRANTEE shall complete all activities described herein by December 31, 2018.

SECTION VI

CONDITIONS OF GRANT

A. Assurances: The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B" attached hereto and made a part of this AGREEMENT. (January 1, 2018- December 31, 2018)

B. Equal Opportunity: The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including (a) Equal Opportunity Certification (See Exhibit "B" attached).

C. Non-Discrimination: The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

D. Appearance of Impropriety: SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. Political Activities Restricted: SUBGRANTEE agrees that neither the community's program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. Retention of Records: The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) days notice from the COUNTY, all billings and other documentation shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North COUNTY Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain client files and supporting documentation for seven (7) years after the final audit of the grant is completed.

G. Audit and Inspection of Records: The SUBGRANTEE shall as often as deemed necessary by the COUNTY, the DCEO or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the COUNTY, DCEO or the Comptroller of the State of Illinois, or
the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers, and records of any such contractor involving transactions related to the contract for five (5) years from the final payment under the contract. The term "contract:" as used in this clause excludes purchase orders not exceeding $2,500.00.

Subgrantees whose contract amount equals or exceeds $25,000 annually and who are subject to the provisions of OMB Circular A-128 or A-133 shall provide a copy of their most recent audit report or financial statements to the DuPage COUNTY Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:

<table>
<thead>
<tr>
<th>CFDA #</th>
<th>93.569</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFDA Title</td>
<td>Community Services Block Grant</td>
</tr>
<tr>
<td>Award #</td>
<td>G-13B1ILCOSR</td>
</tr>
<tr>
<td>Federal Awarding Agency</td>
<td>Department of Health and Human Services</td>
</tr>
</tbody>
</table>

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 16-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by the Illinois Department of Commerce and Economic Opportunity for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE'S submission of reasonable claims that are properly invoiced and documented.

The SUBGRANTEE shall provide all disbursement of grant funds on a monthly basis. Said reports shall include the SUBGRANTEE'S certification, under oath, that work under third party contracts was performed in a satisfactory manner and in conformance with said third party contracts.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within fourteen (14) working days of receipt.
COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX

REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY a monthly progress report and or billing with client demographics no later than the fifth (5th) day of the following month. In addition, SUBGRANTEE shall submit to the COUNTY an annual report, if one is available, within thirty (30) days of the end of the SUBGRANTEE's fiscal year.

SECTION X

AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI

FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII

INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE's negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII

TERMINATION
The COUNTY may terminate this AGREEMENT at anytime hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A "material breach" of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the requirements of this AGREEMENT as set forth in Section II, and further outlined in Exhibit "A," failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV
ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the prior written approval of the COUNTY having been first obtained. Any such action without prior written approval shall be deemed a breach of agreement.

SECTION XV
UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI
SEVERABILITY
If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII
APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII
RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX
NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: DuPage Federation on Human Services Reform
246 E. Janata Boulevard, Suite 265
Lombard, IL 60148
Attention: Candace King

TO: DuPage County Department of Community Services
421 N. COUNTY Farm Road
Wheaton, IL 60187
Attention: Gina Strafford-Ahmed
SECTION XX

HEADINGS

The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT. See attached sheet for additions.

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

COUNTY OF DUPAGE
("COUNTY")

BY: ____________________________ DATE: __________

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

ATTEST: ____________________________ DATE: __________

________________________________
PAUL HINDS, COUNTY CLERK

DUPAGE FEDERATION ON HUMAN SERVICES REFORM
("SUBGRANTEE")

________________________________
Signature on File DATE: January 25, 2018

BY: ____________________________

________________________________
TITLE: Executive Director

ATTEST: ____________________________ DATE: 1/25/2018

Signature on File
EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.

   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant’s jurisdiction.

   d) Executive Order 11246, and all regulations issued pursuant thereto (CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act, (Illinois Revised Statute Chapter 68, Section 1-10 etc. seq.).
EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DU PAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C
SEE ATTACHED
INTER-GOVERNMENTAL 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 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. 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 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, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

<table>
<thead>
<tr>
<th>Individual</th>
<th>Pharmacy-Non Corporate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Proprietorship</td>
<td>Pharmacy/Funeral Home/Cemetery Corp.</td>
</tr>
<tr>
<td>Partnership</td>
<td>Tax Exempt</td>
</tr>
<tr>
<td>Corporation (Includes Not For Profit)</td>
<td>Limited Liability Company (select applicable tax classification)</td>
</tr>
<tr>
<td>Medical Corporation</td>
<td></td>
</tr>
<tr>
<td>X Governmental Unit</td>
<td>P = partnership</td>
</tr>
<tr>
<td>Estate or Trust</td>
<td>C = corporation</td>
</tr>
</tbody>
</table>

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 $1,039,715.00 of which $1,039,715.00 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 G-18B11LC0SR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4 Term. This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, 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

By: ____________________________
Signature of Sean McCarthy, Director

By: ____________________________
Signature of Designee

Date: ____________________________
Printed Name: ____________________________
Printed Title: ____________________________

DUPAGE COUNTY

By: ____________________________
Signature on File

By: ____________________________
Signature of Authorized Representative

Date: 1/1/18

Printed Name: Mary Keating
Printed Title: Director
Email: Mary.Keating@dupageco.org

By: ____________________________
Signature of First Other Approver, if Applicable

Date: ____________________________
Printed Name: ____________________________
Printed Title: ____________________________

By: ____________________________
Signature of Second Other Approver, if Applicable

Date: ____________________________
Printed Name: ____________________________
Printed Title: ____________________________

STATE OF ILLINOIS

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

(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 an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and 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 Revenue 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 $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, 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 following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (11C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph Error! Reference source not found.. Reference source not found.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.
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. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee 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 in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the 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.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 7 of 46
Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. 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.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

> By signing this report (or payment request), I certify to the best of my knowledge and belief that the report (or payment request) is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

**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 Award is incorporated herein as an attachment. 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. See 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 as an attachment.
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. 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. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **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 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix 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 institutions of higher education.

(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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(B)).

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

7.6. **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. See 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 7.5).

(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. See 2 CFR 200.430(1)(ii)(B). 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.

(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.

7.7 Federal Requirements. All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8 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).

7.9 Management of Program Income. Grantee is encouraged to earn income to defray program 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 contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 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) Educational Loan. Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) 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).

(f) 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.).

(g) 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).
(h) **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.

(i) **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.).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order 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.).

(k) **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 (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **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.

(m) **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.

(n) **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.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent 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 (30 ILCS 500/50-10.5).

(p) **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).

(q) **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.
(r) **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.

(s) **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).

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

**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. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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.);


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (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 Part 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-awardees are also subject to certification and disclosure. Pursuant to Appendix II(1) 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 200.333, unless a different retention period is specified in 2 CFR 200.333. 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.


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the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. 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 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be 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 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(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 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee’s fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee’s tax return.
(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

13.4. 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.

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 or PART THREE. 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. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. 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, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; 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.

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 set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

   (a) 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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 audit period.

   (b) 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 more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

      (ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAA5).

      (iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

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 State of Illinois

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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 200.339(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) For cause, which may render the Grantee ineligible for consideration for future
grants from the Grantor or other State agencies; 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 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
200.207. 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 200.338. 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.

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 200.341.

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
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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 200.342.

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 200.339(c).

**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.

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.

**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, SAM registration status, Related Parties, or address. See 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.** 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

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 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 governance structure. 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


21.2. 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 (30 ILCS 500/50-13). 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. 2 CFR 200.64.

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. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **Prohibition against Disposition/Encumbrance.** The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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.

**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 Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee 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. **Purchase and 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

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. Liability. 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 State of Illinois

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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.** 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **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.

26.14. **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.

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

26.16. **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant 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 Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XII. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et. seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et. seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et. seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department’s Annual Consolidated Plan, and any other regulations and policies promulgated by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by federal or state law, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 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.

Pre-Award Costs

Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Grantor in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
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 said change of address and a formal modification will be executed.

GRANTOR CONTACT

Name: Jennifer Barnes  
Title: Grant Manager  
Address:  
500 E Monroe St  
Springfield, IL 62701  
Phone:  
217-558-0480  
TTY#:  
(800) 785-6055  
Fax#:  
N/A  
Email Address: Jennifer.Barnes@illinois.gov

GRANTEE CONTACT

Name: Mary Keating  
Title: Director  
Address:  
421 North County Farm Road  
3rd Floor  
Wheaton, IL 60187-3978  
Phone:  
630-407-6420  
TTY#:  
N/A  
Fax#:  
630-407-6501  
Email Address: Mary.Keating@dupageco.org

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:
Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: ____________________________
Signature on File

Authorized Signatory Approval: ____________________________
Signature on File

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6415

Authorized Designee Signature: ____________________________
Signature on File

Authorized Signatory Approval: ____________________________
Signature on File

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature: ____________________________
Signature on File

Authorized Signatory Approval: ____________________________
Signature on File

Packet Pg. 789
Authorized Designee: Jennifer Pitsenbarger
Authorized Designee Title: Division I Assistant
Authorized Designee Phone: (630) 407-6421.

Authorized Designee Signature: ____________ Signature on File
Authorized Signatory Approval: ____________ Signature on File

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch
Email: externalauditunit@illinois.gov
Phone: (312) 814-4057
Fax: (312) 793-0338
Address: 100 West Randolph
Suite 3-400
Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson
Email: Lisa.Hodson@illinois.gov
Phone: 217-785-6417
Fax#: N/A
Address: 500 E Monroe St
Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C, Exhibit G Continued Special 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 Department 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).

28.2. Audit Submission. The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, Illinois 62701

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.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. 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. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 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. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter 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 30.2 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 6.3 herein, which would not ordinarily require approval from Granter, 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 Granter 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 contracting with any Federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to 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 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;

(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; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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 the 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 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 260S) 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. Grantee may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 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.

**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 Grant. 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, Grant number, modification 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 State of Illinois

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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 Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, 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 Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

**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 Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

**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.

**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 Historic Preservation Agency. 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 Historic Preservation Agency. 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 violence, or who has a family or household member who is a victim of domestic 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 manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. Minorities, Females, 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, Females, 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 Grant 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.
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 Granter of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Granter 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 Granter or her or his authorized designee.

38.3 Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph S.3 herein, once Grantee completes a specific condition, Granter shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

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 Granter 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 Granter 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 Granter. 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.

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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.
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 13.3(a) 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 grant.

**April 2018**
- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

**July 2018**
- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

**October 2018**
- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

**January 2019**
- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

**March 2019**
- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager
• End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

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 to change any reporting deadlines.

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Sub-recipient(s)
The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation
In addition to the payment methods described in Article IV, 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. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs
Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications
Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

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 in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may 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 grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation 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 Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

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 non-Federal entity. 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 non-Federal entity’s non-federally-funded activities and in accordance with non-Federal entity’s written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

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

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department’s prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 42 of 46
real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for “shared use” with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department’s written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable 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 the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

**Real Estate Expenditures Prohibited**
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

**Audits, Inspections and Record Retention.**
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant Funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles. as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department 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. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability (“ROMA”) system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans

Publication, Reproduction and Use of Material
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department 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.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: "This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity."

Debarment
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in "good standing" prior to engaging their services under this Agreement and must certify such "good standing" status at least annually thereafter.

Bond and Depository Insurance Requirements
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.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

No Discrimination in Services
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

Fraud and/or Abuse
Grantee shall report in writing to the State's Office of Executive Inspector General ("OEIG") any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described.
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors 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.

**Political Activity**

Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

**Persons:** 11  
**Outcome Target:** 17  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low Incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
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<td>$ 0.00</td>
<td>$ 500.00</td>
<td>$ 45,000.00</td>
<td>$ 45,500.00</td>
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</table>

**01.021 Career Counseling (1)***

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

**Persons:** 9  
**Outcome Target:** 15  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low Incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.05 Unemployed adults who obtained employment (with a living wage or higher)
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.06 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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<th>Total</th>
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<td>$ 0.00</td>
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<td>$ 75,500.00</td>
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</table>

**01.031 Job Search (1)***

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

**Persons:** 24  
**Outcome Target:** 38  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low Incomes are stable and achieve economic security.

**Outcome Measure(s):**
- 01.01 Unemployed youth who obtained employment to gain skills or income.
- 02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
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<th>Administration</th>
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<td>$0.00</td>
<td>$27,500.00</td>
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</tbody>
</table>

Education and Cognitive Development

02.061 Educational Financial Aid Assistance (1)

DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

<table>
<thead>
<tr>
<th>Persons</th>
<th>Outcome Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
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</tr>
</tbody>
</table>

Outcome Measure(s):

02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
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<td>$22,282.00</td>
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</table>

Income, Infrastructure, and Asset Building

03.011 Training and Counseling Services (1)

The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

<table>
<thead>
<tr>
<th>Persons</th>
<th>Outcome Target</th>
</tr>
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<tbody>
<tr>
<td>60</td>
<td>65</td>
</tr>
</tbody>
</table>

Outcome Measure(s):

03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
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<td>$0.00</td>
<td>$41,885.00</td>
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</table>

Housing

04.011 Housing Payment Assistance (1)

DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

<table>
<thead>
<tr>
<th>Persons</th>
<th>Outcome Target</th>
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</thead>
<tbody>
<tr>
<td>15</td>
<td>20</td>
</tr>
</tbody>
</table>

CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.
### Outcome Measure(s):

**04.02.A** Households who maintained safe and affordable housing for 90 days

**04.05** Households who avoided eviction

**04.06** Households who avoided foreclosure

---

#### Catholic Charities Hope House (Sub-grantee)

Will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

**Persons:** 80  
**Outcome Target:** 80  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

---

#### Midwest Shelter for Homeless Veterans (Sub-Grantee)

Will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

**Persons:** 9  
**Outcome Target:** 9  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

---

#### DuPage County Health Department and DuPage County Department of Community Services

Will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

**Persons:** 300  
**Outcome Target:** 301  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

---

#### Health and Social/Behavioral Development (Includes Nutrition)

**05.061 Dental Services, Screenings and Exams (1)**

DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

**Persons:** 2,980  
**Outcome Target:** 2,981  
**Total Persons:** 2,980  
**Total Outcome:** 2,981  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

Persons: 2580  
Outcome Target: 2580  
CSBG Goal #: 01  
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
05.02 Individuals who demonstrated improved physical health and well-being  
05.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
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<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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<tbody>
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<td>$34,000.00</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>$36,000.00</td>
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</tbody>
</table>

Services: Supporting Multiple Domains

07.011 Case Management (1)
DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

Persons: 70  
Outcome Target: 120  
CSBG Goal #: 01  
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
01.02 Unemployed adults who obtained employment (up to a living wage)  
01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits  
02.05 Parents/caregivers who improved their home environments  
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills  
03.08 Individuals engaged with the Community Action A

<table>
<thead>
<tr>
<th>Program Support</th>
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<td>$3,500.00</td>
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<td>$91,000.00</td>
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</table>

07.031 Referrals (1)
DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

Persons: 4800  
Outcome Target: 4800  
CSBG Goal #: 01  
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

Outcome Measure(s):
06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

<table>
<thead>
<tr>
<th>Program Support</th>
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<td>$263,338.00</td>
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07.101 Legal Assistance (1)
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

<table>
<thead>
<tr>
<th>Persons: 25</th>
<th>Outcome Target: 25</th>
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</thead>
<tbody>
<tr>
<td><strong>CSBG Goal # #: 01</strong></td>
<td><strong>CSBG Goal:</strong> Individuals and Families with low incomes are stable and achieve economic security.</td>
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</table>

**Outcome Measure(s):**

06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

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<tr>
<th>Program Support</th>
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<td>$ 20,000.00</td>
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**07.111 Emergency Clothing Assistance (1)**

DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

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<thead>
<tr>
<th>Persons: 400</th>
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<tbody>
<tr>
<td><strong>CSBG Goal #: 01</strong></td>
<td><strong>CSBG Goal:</strong> Individuals and Families with low incomes are stable and achieve economic security.</td>
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</table>

**Outcome Measure(s):**

03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

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<tr>
<th>Program Support</th>
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**07.121 Mediation/Customer Advocacy Interventions (1)**

DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

<table>
<thead>
<tr>
<th>Persons: 120</th>
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<tr>
<td><strong>CSBG Goal #: 01</strong></td>
<td><strong>CSBG Goal:</strong> Individuals and Families with low incomes are stable and achieve economic security.</td>
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</tbody>
</table>

**Outcome Measure(s):**

03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

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<th>Program Support</th>
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**Agency Capacity Building**

<table>
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</thead>
<tbody>
<tr>
<td><strong>CSBG Goal #: 00</strong></td>
<td><strong>CSBG Goal:</strong> CSBG Eligible Entity Capacity Building</td>
</tr>
</tbody>
</table>

**09.01.1 Agency Capacity Building Activities (1)**

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

<table>
<thead>
<tr>
<th>Persons: 3</th>
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<tbody>
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<td><strong>CSBG Goal:</strong> CSBG Eligible Entity Capacity Building</td>
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</table>
**Outcome Measure(s):**
00.02 Hours of Agency Staff in capacity building activities

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**Grant 18-231028 Work Program Totals**

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<tr>
<td>$ 843,165.00</td>
<td>$ 35,250.00</td>
<td>$ 32,300.00</td>
<td>$ 129,000.00</td>
<td>$ 1,039,715.00</td>
</tr>
</tbody>
</table>
Attachment B. Uniform Grant Budget
## Section A: State of Illinois Funds

### Revenues
- **State of Illinois Grant Amount Requested**: $1,039,715.00

### Budget Expenditure Categories

<table>
<thead>
<tr>
<th>Category</th>
<th>Summary</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (200.430)</td>
<td>$402,547.00</td>
<td>$402,547.00</td>
</tr>
<tr>
<td>0101 PERSONNEL (SALARIES &amp; WAGES)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Fringe Benefits (200.431)</td>
<td>$146,773.00</td>
<td>$146,773.00</td>
</tr>
<tr>
<td>0102 FRINGE BENEFITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Travel (200.474)</td>
<td>$6,300.00</td>
<td>$6,300.00</td>
</tr>
<tr>
<td>0103 TRAVEL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Equipment (200.439)</td>
<td>$270,385.00</td>
<td>$270,385.00</td>
</tr>
<tr>
<td>5. Supplies (200.94)</td>
<td>$2,760.00</td>
<td>$2,760.00</td>
</tr>
<tr>
<td>0105 SUPPLIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Contractual/Subawards (200.318 and .92)</td>
<td>$1,700.00</td>
<td>$1,700.00</td>
</tr>
<tr>
<td>0105 CONTRACTUAL SERVICES</td>
<td></td>
<td></td>
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<tr>
<td>7. Consultant (200.459)</td>
<td>$4,800.00</td>
<td>$4,800.00</td>
</tr>
<tr>
<td>8. Construction</td>
<td></td>
<td></td>
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<tr>
<td>9. Occupancy (200.465)</td>
<td>$32,300.00</td>
<td>$32,300.00</td>
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<tr>
<td>10. Research and Development (200.87)</td>
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<tr>
<td>11. Telecommunications</td>
<td>$35,250.00</td>
<td>$35,250.00</td>
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<tr>
<td>0111 TELECOMMUNICATIONS</td>
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<tr>
<td>12. Training and Education (200.472)</td>
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<td>$9,000.00</td>
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<tr>
<td>0112 TRAINING AND EDUCATION</td>
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</tr>
<tr>
<td>13. Direct Administrative Costs (200.413)</td>
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<td>$120,000.00</td>
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<tr>
<td>0313 DIRECT ADMINISTRATIVE COSTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td>$164,250.00</td>
<td>$164,250.00</td>
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<tr>
<td>0114 MISCELLANEOUS COSTS</td>
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<tr>
<td>15. Grant Exclusive Line Item(s)</td>
<td>$35,250.00</td>
<td>$35,250.00</td>
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<tr>
<td>0201 CLIENT ASSIST. - BENEFITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0402 SPECIAL - T &amp; T</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0403 SPECIAL - ECON DEV/JOB TRAIN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>$1,039,715.00</td>
<td>$1,039,715.00</td>
</tr>
<tr>
<td>17. Total Indirect Costs (200.414)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rate:</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Base:</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>18. Total Costs State Grant Funds (Lines 16 and 17)</td>
<td>$1,039,715.00</td>
<td>$1,039,715.00</td>
</tr>
</tbody>
</table>
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 Organization 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(S); or
   ☐ complies with other statutory policies.

5) ☐ No reimbursement of Indirect Cost is being requested.

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

<table>
<thead>
<tr>
<th>Period Covered By NICRA: From:</th>
<th>To:</th>
<th>Approving Federal or State Agency:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Indirect Cost Rate:</th>
<th>%</th>
<th>The Distribution Base Is:</th>
</tr>
</thead>
</table>

Grantee: DuPage County

NOFO Number: 0

Grant Number: 18-231028
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: DuPage County
Signature on File
Signature: 
Printed Name: Mary A. Keating
Title: Director
Phone: (630) 407-6457
Date: 1/17/18

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.
Final Budget Amount Approved

<table>
<thead>
<tr>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature on File 1/2/18 Signature on File 1/2/18

Budget Revision Approved

<table>
<thead>
<tr>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature on File

$200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Attachment C. Exhibit H Continued

Special Conditions
<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for</td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to; subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td>Clarification/Resolution:</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Conditions:</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>How to Resolve:</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
<tr>
<td>Timeframe:</td>
<td></td>
</tr>
</tbody>
</table>
# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the county’s contractual obligation.

**Company Name:** DuPage Federation on Human Services

**Company Contact:** Candace King

**Contact Phone:** 630 782-4782

**Contact Email:** king@dupagefederation.org

### 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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

**Continuing disclosure is required, and I agree to update this disclosure form as follows:**
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

**The full text for the county’s ethics and procurement policies and ordinances are available at:**
http://www.dupageco.org/CountyBoard/Policies/

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

**Authorized Signature**

**Printed Name**  
Candace King

**Title**  
Executive Director

**Date**  
1-11-2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
RESULT: APPROVED BY CONSENT VOTE [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Amy L Grant, District 4
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Sam Tornatore
Requisition under 25k dollars

2018-70

**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT AMOUNT</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 5, 2018</td>
<td>$20,000</td>
<td>1/1/2018 - 12/31/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REQUESTING DEPT.</th>
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</tr>
</thead>
<tbody>
<tr>
<td>HEALTH &amp; HUMAN SERVICES</td>
<td></td>
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</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>02/05/2018 2:33 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>02/06/2018 9:35 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/07/2018 12:22 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>02/08/2018 1:15 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>02/13/2018 7:51 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>02/13/2018 4:02 PM</td>
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<tr>
<td>Health &amp; Human Services</td>
<td>Completed</td>
<td>02/20/2018 10:15 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition

**Procurement Services Division**

**Date:** Feb 5, 2018  
**MinuteTraq (IQM2) ID #:** 11947  
**Department Req #:**  
**RFP, Bid or Quote #:**

## Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #:</th>
<th>Department</th>
<th>Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>Midwest Shelter for Homeless Veterans</td>
<td>12475</td>
<td>Community Services</td>
<td>CSBG Grant</td>
</tr>
<tr>
<td>Attn: Jessica Spitzer</td>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 119 N. West Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td>Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-871-8387</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Send Invoices To:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #:</th>
<th>Attn: Gina Strafford-Ahmed</th>
<th>Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Midwest Shelter for Homeless Veterans</td>
<td>12475</td>
<td>Gina Strafford-Ahmed</td>
<td><a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
</tr>
<tr>
<td>Attn: Jessica Spitzer</td>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
</tr>
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<td>State: IL</td>
<td>Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-871-8387</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Send Payments To:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #:</th>
<th>Attn: Gina Strafford-Ahmed</th>
<th>Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Midwest Shelter for Homeless Veterans</td>
<td>12475</td>
<td>Gina Strafford-Ahmed</td>
<td><a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
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<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td>Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-871-8387</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Pack to:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #:</th>
<th>Attn: Gina Strafford-Ahmed</th>
<th>Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></th>
</tr>
</thead>
<tbody>
<tr>
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<td>Gina Strafford-Ahmed</td>
<td><a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
</tr>
<tr>
<td>Attn: Jessica Spitzer</td>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 119 N. West Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td>Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-871-8387</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Payment Terms

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
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<td></td>
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</tbody>
</table>

## LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extenson |
<table>
<thead>
<tr>
<th></th>
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<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Sub-grantee agreement purchase order to provide temporary shelter/transitional housing and life skills to up to CSBG eligible veterans.</td>
<td>18</td>
<td>5000</td>
<td>1650</td>
<td>53824</td>
<td>18-231028</td>
<td>20,000.00</td>
<td>20,000</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $20,000

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

Please return a copy of the Purchase order to Gina Strafford-Ahmed in Community Services and Michelle Tunk in Finance.

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** Midwest Shelter for Homeless Veterans (MSHV)

**Vendor #:**

**Contract Term:** 1/1/18-12/31/18

**Contract Total:** $20,000.00

**Dept:** Community Services

**Contact:** Gina Strafford-Ahmed

**Phone:** 6444

**Assigned Committee:** HHS

---

**Description of Procurement/ Scope of Work/ Background**

MSHV provides shelter/transitional housing and life skills to homeless veterans of DuPage County.

---

**Reason for Procurement**

$20,000 in CSBG funds will assist 7-10 homeless veterans with case management, job coaching/preparedness, transportation, life skills, transitional housing and other supportive services.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 2018 CSBG 5000-1650

---

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________________
- Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- Public Utility
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

---

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Jan 26, 2018</th>
</tr>
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<tbody>
<tr>
<td>Date</td>
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</table>

**Recommended for Approval**

<table>
<thead>
<tr>
<th>Date</th>
<th>Jan 26, 2018</th>
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**IT Approval, if required**

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<th>Date</th>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Date</th>
<th>2-18-18</th>
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<tbody>
<tr>
<td>Procurement Officer</td>
<td>2-8-18</td>
</tr>
</tbody>
</table>

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**Chief Financial Officer**

(Decision Memos Over $25,000)

<table>
<thead>
<tr>
<th>Date</th>
<th>2-13-18</th>
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**Chairman's Office**

(Decision Memos Over $25,000)

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FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 828
**Decision Memo**

**Procurement Services Division**
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Community Services</th>
<th>Department Contact: Gina Strafford-Ahmed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:gina.strafford@dupageco.org">gina.strafford@dupageco.org</a></td>
<td>Contact Phone: 6444</td>
</tr>
<tr>
<td>Vendor Name: Midwest Shelter for Homeless Veterans</td>
<td>Vendor #:</td>
</tr>
</tbody>
</table>

**Action Requested** - Identify the action to be taken and the total cost, for instance, approval of new contract, renew contract, increase contract, etc.

Approval for sub-grant via the Community Services Block Grant (CSBG) Program to provide shelter/transitional housing to homeless veterans of DuPage County. Grant to remain at $20,000.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

CSBG grant funds are needed to support homeless veterans needs of shelter/transitional housing, counseling, case management, and follow up care. Providing funding to MSHV is imperative to assist our homeless veterans obtain housing and life skills.

**Strategic Impact**

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

1.2 Maintain the county wide safety net to help people escape poverty, maximize independence, and achieve economic self-sufficiency: Program will address each of these areas with a focus on economic self-sufficiency.

**Source Selection/Vetting Information** - Describe method used to select source.

This is a sub-grant exempt from bidding. They will provide direct services for the County's CSBG program and will maintain all records and financial documents. Midwest Shelter for Homeless Veterans is an established not for profit in DuPage County and has received Human Services Grant Funds and CDBG funding as well. See attached request for funding.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Issue a sub grantee agreement with Midwest Shelter for Homeless Veterans for $20,000. This will allow homeless veterans to have a safe place to stay and receive counselling so they can reintegrate into society.
2) Do not fund the program and run the risk that veterans will be forced to live without shelter in their cars or on our streets.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1/1/18-12/31/18</td>
<td>$20,000</td>
</tr>
<tr>
<td>1/1/17-12/31/17</td>
<td>$20,000</td>
</tr>
<tr>
<td>1/1/16-3/31/16</td>
<td>$20,000</td>
</tr>
<tr>
<td>1/1/15-3/31/16</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

Projected to fund this program for the next 5 years.
Midwest Shelter for Homeless Veterans, Inc.
433 South Carlton Avenue
Wheaton, Illinois 60187
Helpaveteran.org

Midwest Shelter for Homeless Veterans, Inc. respectfully requests $20,000 in DuPage County Community Service Block Grant funds to provide essential services to homeless veterans focusing primarily on achieving independence and self-sufficiency.

The Midwest Shelter for Homeless Veterans (MSHV) Larson Transitional Housing Program provides temporary housing coupled with support services to low income homeless, US Veterans through two models of service. For the Low Demand model - single male Veterans must have: (1) income below 125% of the Federal Poverty Guidelines, (2) struggle with issues related to substance abuse and or serious mental illness, and (3) unsuccessful participation in other traditional housing programs due to the mandatory treatment/sobriety requirements. In the Bridge Housing model - single male Veterans must have: (1) identified and accepted permanent housing intervention, and (2) expected to transition to the permanent housing within a 90 day (maximum) time frame. Upon admission 90 day proof of income is obtained and documented.

Temporary shelter is provided to 5 single male Veterans (at a time) in a shared housing environment located in Wheaton Illinois. Our Larson program is staffed 24 hours a day, 7 days a week. Embracing a Housing First approach, services are offered to all clients and focus on stabilizing housing and assisting Veterans with developing the skills needed in order to achieve self-sufficiency. MSHV provides individualized Case Management and Clinical Services designed to assist Veterans with addressing barriers that contributed to their homelessness. Each Veteran works closely with his Case Manager as it relates to the mutual development of an Individualized Service Plan which outlines goals and objectives that need to be accomplished in order to achieve self-sufficiency. Veterans meet weekly with their Case Manager to track progress on meeting goals and objectives as outlined in their Individualized Service Plans as well as work through any obstacles to achieving goals and objects as written. Our Veterans are offered weekly counseling services related to their substance abuse and/ or mental health needs.
Unemployed and under-employed Veterans are also assisted with Employment Services focused on securing gainful, meaningful employed. Additionally, our Veterans receive the benefit of life skills development services which include money management as well as assistance with securing permanent affordable housing to move into upon discharge.

Our Larson GPD program has an 80% success rate (meaning our residents are discharged to permanent housing and have secured employment and/or enough income to meet basic needs). The average length of stay is 8 – 9 months. Based on our residents' average length of stay we anticipate serving 7 – 10 Veterans a year. Further, based on our rate of turnover we anticipate that we will have the funds (maximum compensation of $20,000) fully expended by 12/31/18.

If you have any questions or require additional information please do not hesitate to call or e-mail me at (630) 871-8387 x 605 or jessicas@mshv.org.

Sincerely,

Signature on File

Jessica Spitzer
Acting Executive Director
Midwest Shelter for Homeless Veterans, Inc.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE MIDWEST SHELTER FOR HOMELESS VETERANS FOR COMMUNITY SERVICE BLOCK GRANT FUNDS

This AGREEMENT is entered into as of this 1st day of January, 2018, by and between the COUNTY OF DUPAGE, ILLINOIS ("COUNTY"), a body politic and corporate, with offices located at 421 N. County Farm Road, Wheaton, Illinois, 60187, and MIDWEST SHELTER FOR HOMELESS VETERANS ("SUBGRANTEE"), a not-for-profit corporation, with offices at 119 N. West Street, Wheaton, IL 60187.

SECTION I

STATEMENT OF PURPOSE

COUNTY has applied for and received Community Service Block Grant ("CSBG") Funds from the Illinois Department of Commerce and Economic Opportunity ("DCEO"), as provided by the Community Services Block Grants Act (42 USC 9901.) (the "ACT"). SUBGRANTEE desires and hereby elects to participate as a SUBGRANTEE of the aforesaid CSBG Funds allocated to COUNTY. COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE funding in the amount and under the conditions hereafter provided.

SECTION II

REQUIREMENTS OF SUBGRANTEE

In consideration of receiving CSBG funds from the COUNTY, the SUBGRANTEE shall perform the following activities for the benefit of the COUNTY in a timely fashion:

1. Maintain a 24 hour, 7 days a week veterans homeless shelter in Wheaton, IL;
2. Assess and refer veterans in need of shelter;
3. Assess potential veterans particularly those hardest to serve with the greatest needs and barriers to obtaining and maintaining housing for MSHV’s Low Demand model of programming, and veterans who have been offered and accepted a permanent housing placement for MSHV’s Bridge model of programming;
4. House, on a temporary basis, 7-10 CSBG eligible veterans (125% of the Federal Poverty Guidelines) for up to 90 days for veterans enrolled in the Bridge model, and up to 24 months for veterans enrolled in the Low Demand model of programming;
5. Provide counseling regarding employment, life skills, financial management and permanent housing;
6. Obtain 90-day income, develop a case plan, maintain client file and meet with veterans at a minimum of once a week;
7. Submit to COUNTY client intakes within 30 days of entering the program;
8. Submit to COUNTY a quarterly report on client outcomes that have been achieved, in progress, dropped out or failed;
9. Invoice COUNTY quarterly;
10. Comply with all assurances as further detailed in Exhibit "A," attached hereto and incorporated herein as part of this Agreement.

1
SECTION III

AMOUNT OF THE GRANT

The COUNTY shall grant to SUBGRANTEE, as full payment for all activities to be performed by SUBGRANTEE pursuant to this AGREEMENT, a maximum compensation of $20,000. Invoicing will be made quarterly in $5,000 increments and must include supporting documentation for expenses billed. All eight clients must be documented to be paid in full. Final invoice must be submitted by January 31, 2019.

SECTION IV

FEDERAL/STATE APPROPRIATION; NON-APPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED APPROPRIATION

A. Appropriation: The SUBGRANTEE is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

B. Non-appropriation/Insufficient Appropriation: Payments pursuant to this Grant are subject to the availability of applicable federal and/or state funding from the Department of Commerce and Economic Opportunity, here in after referred to as DCEO and their appropriation and authorized expenditures under State law. DCEO shall use its best efforts to secure sufficient appropriations to fund this Grant. However, DCEO's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. Any grant is void by operation of law if DCEO fails to obtain the requisite appropriation to pay the COUNTY in any year in which this Grant is in effect.

C. Reduced Funding Sources/Revenues: DCEO reserves the right to reduce the amount to be paid to the COUNTY if DCEO determines that it is in the best interest of the State of Illinois to reduce its obligation as a result of the occurrence of any of the following events during the term of the Grant:

1. Receipts from revenues which provide the funding for this Grant either fall significantly short of anticipated levels, or significantly decrease, or
2. Other sources (external grants, contracts, awards, etc.) providing funds for this Grant are decreased or withdrawn. If such an event occurs, DCEO will notify the COUNTY as soon as possible and the COUNTY will notify the SUBGRANTEE. If DCEO and COUNTY are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating.

SECTION V

TIMELY COMPLETION OF PROJECT
Time is of the essence in this AGREEMENT; SUBGRANTEE shall complete all activities described herein by December 31, 2018.

SECTION VI
CONDITIONS OF GRANT

A. **Assurances:** The SUBGRANTEE assures the COUNTY that it will comply with the laws, regulations and orders identified in Exhibit "B," attached hereto and made a part of this AGREEMENT. (January 1, 2018- December 31, 2018.)

B. **Equal Opportunity:** The COUNTY as a condition to its grant of funds requires the SUBGRANTEE, when applicable to file certifications showing equal employment opportunity compliance including Equal Opportunity Certification (See Exhibit "B").

C. **Non-Discrimination:** The SUBGRANTEE in performing under this agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The SUBGRANTEE will take affirmative action to ensure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discriminatory clause.

D. **Appearance of Impropriety:** SUBGRANTEE agrees to establish safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

E. **Political Activities Restricted:** SUBGRANTEE agrees that neither the program nor the funds provided therefor, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States code, referred to as the Hatch Act.

F. **Retention of Records:** The SUBGRANTEE shall maintain records to show actual time devoted and costs incurred that describe the work already performed and anticipated during the coming time period. Upon fifteen (15) days notice from the COUNTY, all time sheets, billings, and other documentation, shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois. The SUBGRANTEE shall maintain client files and supporting documentation for five (5) years after the final audit of the grant is completed.

G. **Audit and Inspection of Records:** The SUBGRANTEE shall as often as deemed necessary by the Department of Commerce and Economic Opportunity or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers, and records of the SUBGRANTEE involving transactions related to this
GRANT for five (5) years from the date of submission of the final expenditure report or until all audit findings have been resolved, whichever is later. The SUBGRANTEE shall include in all its contracts under this GRANT a provision that the Department or the Comptroller of the State of Illinois, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers, and records of any such contractor involving transactions related to the contract for five (5) years from the final payment under the contract. The term "contract:" as used in this clause excludes purchase orders not exceeding $2,500.00.

Subgrantees whose grant amount equals or exceeds $25,000.00 annually and who are subject to the provisions of Whitehouse Office of Management and Budget Circular A-133 ("OMB Circular A-133") shall provide a copy of their most recent audit report or financial statements to the DuPage County Department of Community Services.

H. Availability of Laws, Regulations and Orders: The COUNTY shall provide the SUBGRANTEE, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

I. Federal award identifying information:
   - CFDA # 93.569
   - CFDA Title Community Services Block Grant
   - Award # G-13B1ILCOSR
   - Federal Awarding Agency Department of Health and Human Services

SECTION VII

SUBGRANTEE shall at all times observe and comply with Title 21 CIR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, COUNTY and local government which may in any manner affect the performance of this AGREEMENT, including Community Services Block Grant CSBG Grant No. 16-231028 which is incorporated into and made a part of this AGREEMENT and is attached hereto as Exhibit C, and the SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal Government.

SECTION VIII

Upon release of funds by DCEO for the activities covered by this AGREEMENT, the COUNTY shall make disbursements to the SUBGRANTEE upon the SUBGRANTEE’S submission of claims.

The SUBGRANTEE, at its option, may elect to finance expenditures, in whole or in part, for purposes covered by the grant and submit claims to the COUNTY for reimbursement. Or, cash advances to the SUBGRANTEE shall be limited to the minimum amount needed and shall be timed to be in accord with the actual, immediate cash requirements necessary to carry out the purpose of the approved program or project.

The SUBGRANTEE shall disburse all funds within three (3) working days of receipt.
COUNTY shall be responsible, except as provided for in Section XIII below, for making all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing accounts payable, in such timely and reasonable manner, as the parties shall determine. Such procedure will facilitate the maintenance of financial records by COUNTY as required by OMB Circular A-102.

SECTION IX
REPORTING REQUIREMENTS

SUBGRANTEE shall submit to COUNTY a quarterly progress report and or billing with client demographics no later than the fifth (5th) day of the following month. In addition, SUBGRANTEE shall submit to the COUNTY an annual report, if one is available, within thirty (30) days of the end of the SUBGRANTEE’s fiscal year.

SECTION X
AMENDMENTS

This AGREEMENT constitutes the entire agreement between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the COUNTY for its prior approval. No modification, addition, deletion, etc., to this AGREEMENT shall be effective unless and until such changes are executed in writing by the authorized officers of each party.

SECTION XI
FINANCIAL ASSISTANCE AGREEMENT

This AGREEMENT is made subject to financial assistance agreements between the COUNTY and DCEO.

SECTION XII
INDEMNIFICATION

SUBGRANTEE shall indemnify, hold harmless and defend the COUNTY and its affiliates, officials, officers, employees and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, SUBGRANTEE’s negligent or willful acts, errors or omissions in its performance under this Agreement. These provisions shall survive termination of this Agreement.

SECTION XIII
TERMINATION
The COUNTY may terminate this AGREEMENT at anytime hereafter, with or without cause, by giving written notice to SUBGRANTEE at the address specified above. Termination shall be effective upon receipt of such notice by SUBGRANTEE, see addition.

A. In the event the COUNTY terminates this AGREEMENT other than for breach thereof by SUBGRANTEE, the COUNTY agrees to pay SUBGRANTEE, and SUBGRANTEE agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation.

B. In the event the COUNTY terminates this AGREEMENT because of a material breach by SUBGRANTEE, the SUBGRANTEE shall assume liability for all costs incurred by the COUNTY to complete the Project as defined in Section II. The SUBGRANTEE also agrees to forfeit any unpaid grant monies at the time of termination, and may be subject to further penalties, up to and including, but not limited to, shall be barred from future participation in the COUNTY'S Community Services Block Funds grant program. If the COUNTY elects to bar the SUBGRANTEE from future participation, the SUBGRANTEE shall be entitled to a hearing before the Health and Human Services Committee of the DuPage County Board.

C. A "material breach" of this AGREEMENT shall be defined as a failure by the SUBGRANTEE to fulfill the stated purposes of this AGREEMENT as set forth in Section II, and further outlined in Exhibit "A," failure to timely complete the project as set forth in Section IV, or any of the conditions of the grant as set forth in Section V, or any other obligations of the SUBGRANTEE as proscribed by this AGREEMENT, including, but not limited to, failure to submit monthly progress reports or third-party contract reports.

SECTION XIV

ASSIGNMENT

SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any funds or claims due or to become due hereunder without the written approval of the COUNTY having been first obtained.

SECTION XV

UNAVOIDABLE DELAY

If the SUBGRANTEE is delayed in the completion of this Project under this AGREEMENT by a cause legitimately beyond his/her control, he/she must immediately upon receiving knowledge of such delay, give written notice to the COUNTY and request an extension. The COUNTY shall notify the SUBGRANTEE of the decision in writing and that decision shall be final and binding. The COUNTY'S decision not to extend this AGREEMENT constitutes a breach of this AGREEMENT by the SUBGRANTEE.

SECTION XVI

SEVERABILITY
If any provision of this Agreement is or becomes illegal or invalid, it shall be effective to the extent of such illegality or invalidity, and the legality and validity of the remaining provisions contained herein shall not be affected thereby.

SECTION XVII

APPLICABLE LAW & VENUE

This Agreement shall be governed and construed in accordance with the law of the State of Illinois and the parties agree that the exclusive venue for the resolution of any disputes that arise under this Agreement shall be the 18th Judicial Circuit Court of DuPage County, Illinois.

SECTION XVIII

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to constitute that either party is a partner, employee or agent of the other, nor shall either party have the authority to bind the other in any respect, it being intended that the SUBGRANTEE in an independent contractor solely responsible for its own actions.

SECTION XIX

NOTICE

All notice which may be or are required to be given pursuant to this Agreement shall be in writing, addressed as sent forth below and shall be mailed by first class, registered or certified mail or transmitted by hand delivery.

Each party may designate by notice in writing a new address to which any notice or communication may thereafter be so given, served or sent.

TO: Midwest Shelter for Homeless Veterans
    119 N. West Street
    Wheaton, IL 60187
    Attention: Jane Tyschenko-Mysliwiec, Director of Programs

TO: DuPage County Community Services
    421 N. COUNTY Farm Road
    Wheaton, IL 60187
    Attention: Gina Strafford-Ahmed

SECTION XX

HEADINGS
The Section headings of this AGREEMENT are for convenience and reference only and in no way, define, limit or describe the scope or intent of this AGREEMENT.

IN WITNESS, WHEREOF, the parties have executed this AGREEMENT on the dates hereafter indicated to be effective on the date first written above:

COUNTY OF DUPAGE
("COUNTY")

BY: ________________________________  DATE: _______________

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

ATTEST: ________________________________  DATE: _______________

PAUL HINDS, COUNTY CLERK

Midwest Shelter for Homeless Veterans, Inc.
("SUBGRANTEE")

Signature on File

BY: ___ ________________________________  DATE: _______________

Jessica Spitzer

TITLE: Acting Executive Director

Signature on File

ATTEST: ________________________________  DATE: _______________

Christine Madsen
Director of Programs

6
EXHIBIT A

ASSURANCES

The SUBGRANTEE hereby assures, with respect to the Community Services Block Grant, that:

1. It possesses legal authority to apply for the Grant and to execute the proposed program.

2. It has reviewed and accepted the Grant Agreement in its entirety, including all understandings and assurances contained therein, and directing and designating the authorized representative of the SUBGRANTEE to act in connection with the Grant Agreement and to provide such additional information as may be required.

3. It agrees that no funds granted hereunder shall be used for any partisan or non-partisan political activity or to further the election or defeat of any candidate for public office, nor shall they be used in any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.

4. The grant will be conducted and administered in compliance with:
   a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1, et. seq.), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
   b) Section 677, (a) of the Community Services Block Grant Act, which provides that no person shall be excluded on the grounds of race, color, national origin, or sex from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under the program. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program activity.
   c) Title VII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the applicant's jurisdiction.
   d) Executive Order 11246 (30 F.R. 12319, September 28, 1965) and all regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training and apprenticeship.

5. The SUBGRANTEE agrees to take affirmative action to ensure that no unfair practice is committed, in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.).
EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION COMMUNITY SERVICES BLOCK GRANT PROGRAM, COUNTY OF DUPAGE

In carrying out the program, the SUBGRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The SUBGRANTEE shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE shall post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the Government setting forth the provision of this non-discrimination clause. The SUBGRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The SUBGRANTEE shall cause or require to be inserted in full or any contract and subcontract for work, or modification thereof, all applicable Federal Equal Employment Opportunity Provisions.
EXHIBIT C

SEE ATTACHED
INTER-GOVERNMENTAL 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 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. 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 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, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

<table>
<thead>
<tr>
<th>Individual</th>
<th>Pharmacy-Non Corporate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Proprietorship</td>
<td>Pharmacy/Funeral Home/Cemetery Corp.</td>
</tr>
<tr>
<td>Partnership</td>
<td>Tax Exempt</td>
</tr>
<tr>
<td>Corporation (Includes Not For Profit)</td>
<td>Limited Liability Company (select applicable tax classification)</td>
</tr>
<tr>
<td>Medical Corporation</td>
<td></td>
</tr>
<tr>
<td>Governmental Unit</td>
<td></td>
</tr>
<tr>
<td>Estate or Trust</td>
<td></td>
</tr>
</tbody>
</table>

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 $1,039,715.00 of which $1,039,715.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

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INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017

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1.3. **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is G-18B11LC0SR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. **Term.** This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, 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.

**ILINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By: ______________________________
Signature of Sean McCarthy, Director

By: ______________________________
Signature of Designee

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

**DUPAGE COUNTY**

By: ______________________________
Signature of Authorized Representative

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

Email: Mary.Keating@dupageco.org

By: ______________________________
Signature of First Other Approver, if Applicable

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

By: ______________________________
Signature of Second Other Approver, if Applicable

Date: ______________________________

Printed Name: ______________________________

Printed Title: ______________________________

Second Other Approver

State of Illinois

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ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

(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 an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and 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 Revenue 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 $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.


2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, 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 following meanings:


"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.
“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

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

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph Error! Reference source not found.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.
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. **Illinois Grant Funds Recovery Act.** Any Grant Funds remaining that are not expended or legally obligated by Grantee 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 in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the 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.

4.3. **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.

4.4. **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.

4.5. **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.

4.6. **Interest.**

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017

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Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. 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.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

**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 Award is incorporated herein as an attachment. 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. See 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 as an attachment.
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. 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. 2 CFR 200.308.

6.3. **Discretionary Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. **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 200 Subpart E and Appendices III, IV, and V.

7.2. **Indirect Cost Rate Submission.**

   (a) This Paragraph 7.2 applies only to:

   (i) A Grantee who charges, or expects to charge, any Indirect Costs; and

   (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

   (b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

      (i) Appendix 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 institutions of higher education.

   (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. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(B)).

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

7.6. **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. See 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 7.5).

      (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. See 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.

   (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.

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **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).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program 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 contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 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) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **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).

(f) **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.).

(g) **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).
(h) **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.

(i) **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.).

(j) **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.).

(k) **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 (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **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.

(m) **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.

(n) **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.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent 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 (30 ILCS 500/50-10.5).

(p) **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).

(q) **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.

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(r) **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.

(s) **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).

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

**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. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Grant Funds, 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 II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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.);*


(d) *Section 504 of the Rehabilitation Act of 1973 (29 USC 794);*

(e) *The Americans with Disabilities Act of 1990 (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 Part 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-awardees are also subject to certification and disclosure. Pursuant to Appendix I(1) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Granter.

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 200.333, unless a different retention period is specified in 2 CFR 200.333. 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 200.336, 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, State of Illinois

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the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. 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 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be 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 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(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 200.344.

13.3. **Annual Financial Reports.**

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee’s fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee’s tax return.

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(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

13.4. 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.

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 or PART THREE. 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. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. 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, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; 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.

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 set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) 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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 audit period.

(b) 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 more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the audit period.

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section 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.

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 State of Illinois INTR-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 17 of 46
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 200.339(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) For cause, which may render the Grantee ineligible for consideration for future
grants from the Grantor or other State agencies; 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 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
200.207. 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 200.338. 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.

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 200.341.

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 200.342.

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 200.339(c).

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.

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.

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, SAM registration status, Related Parties, or address. See 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. 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

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 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 governance structure. 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


21.2. 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 (30 ILCS 500/50-13). 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. 2 CFR 200.64.

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. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the
transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. **Prohibition against Disposition/Encumbrance.** The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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.

**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 Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee 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. **Purchase and 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

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. Liability. 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 file claims against Grantee in the Illinois Court of Claims.
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.** 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. **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.

26.14. **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.

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

26.16. **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.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Grant 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 Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

Provide grants to Community Action Agencies for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

PROJECT DESCRIPTION:

Program Objective

Grantee must use Grant Funds provided under this Agreement for the Community Services Block Grant ("CSBG") program to develop and implement programs to assist low-income Illinois residents in working towards family stabilization and self-sufficiency pursuant to Exhibit B and the Grant-specific terms/conditions in Article XI. For carrying out such program objectives, the total compensation and reimbursement payable by the Department to the Grantee shall be in compliance with and not exceed the amount specified in the Budget (Attachment B). The Department shall distribute/pay the total amount of the Grant Funds to the Grantee in accordance with this Grant Agreement, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75 et seq.), Subpart I of the Department of Health and Human Services Block Grant Regulations (45 CFR Part 96 et seq.), the Community Opportunities, Accountability, and Training and Educational Services Act of 1998 (42 U.S.C.A. §9901 et seq), the Uniform Administrative Requirement for Grants and Cooperative Agreements to State, Local and Tribal Governments (45 CFR Part 92 et seq.) (the "CSBG Act"), the Illinois Economic Opportunity Act (20 ILCS 625), the Illinois Administrative Rules for the State Administration of the Federal Community Services Block Grant Program (47 Ill. Adm. Code 120), the Department's Annual Consolidated Plan, and any other regulations and policies promulgated by the federal government and the Department. The Grantee further agrees that this Agreement is subject to such modifications which the Department determines may be required by federal or state law, rules, or regulations applicable to this Agreement. Any such modifications to this Agreement shall be incorporated in accordance with the applicable provisions herein, including but not limited to Sections 5.2 and 6.2.
EXHIBIT B

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 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 Granter. Payment shall be initiated upon the Granter's approval of eligible costs and cash amount requested for reimbursement of those costs.

Pre-Award Costs
Reimbursement of costs incurred prior to the start of the Grant Term provided in paragraph 1.4, herein may be allowed only if specifically provided for in the Project Description (Exhibit A), as approved by the Granter in its sole discretion. If not clearly identified in the Project Description (Exhibit A), any costs incurred prior to the Grant Term will be disallowed. Pre-award costs will only be allowed if the costs are directly pursuant to the negotiation and in anticipation of the Award, where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Award. 2 CFR 200.458.

See Attachment B. Uniform Grant Budget
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 said change of address and a formal modification will be executed.

GRANTOR CONTACT

Name: Jennifer Barnes
Title: Grant Manager
Address: 500 E Monroe St
         Springfield, IL 62701
Phone: 217-558-0480
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Jennifer.Barnes@illinois.gov

GRANTEE CONTACT

Name: Mary Keating
Title: Director
Address: 421 North County Farm Road
         Wheaton, IL 60187-3978
Phone: 630-407-6420
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: _____________________
Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

Authorized Signatory: Mary A. Keating, Director
(Printed Name and Title)

Date: 9/25/17

Pursuant to the above referenced grant agreement(s), the Authorized Signatory may assign Authorized Designees to submit materials to the Department by submitting written notice. In processing the above referenced grant(s) and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee(s). By submitting this form, the Authorized Signatory of the above referenced grant(s) is providing notice that the following person(s) be named an Authorized Designee for the above referenced grant(s). The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below.

Authorized Designee: Gina Strafford-Ahmed
Authorized Designee Title: Administrator Intake & Referral, CSBG Coordinator
Authorized Designee Phone: (630) 407-6444

Authorized Designee Signature: [Signature on File]
Authorized Signatory Approval: [Signature on File]

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6465

Authorized Designee Signature: [Signature on File]
Authorized Signatory Approval: [Signature on File]

Authorized Designee: Michelle Tunk & Kim Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: (630) 407-6145 or (630) 407-6165

Authorized Designee Signature: [Signature on File]
Authorized Designee Signature: [Signature on File]
Authorized Signatory Approval: [Signature on File]
Authorized Designee:  Jennifer Pitsenbarger
Authorized Designee Title:  Division I Assistant
Authorized Designee Phone:  (630) 407-6421.

Authorized Designee Signature: ____________________________  Signature on File
Authorized Signatory Approval: _____________________________  Signature on File

Note that the Department will continue to accept documentation submitted from all Authorized Designee(s) until notified to the contrary in writing signed by the Authorized Signatory.
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Name: James Misch
Email: externalauditunit@illinois.gov
Phone: (312) 814-4057
Fax: (312) 793-0338
Address: 100 West Randolph
         Suite 3-400
         Chicago, IL 60601

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lisa Hodson
Email: Lisa.Hodson@illinois.gov
Phone: 217-785-6417
Fax#: N/A
Address: 500 E Monroe St
         Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibit B.
In accordance with the performance measures set forth in Exhibit B, reimbursement will only be provided for those allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

See Attachment C, Exhibit G Continued Special 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 Department 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).

28.2. Audit Submission. The Grantee shall send all required audit reports and related deliverables electronically to the Grantor at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Grantor electronically, the information shall be sent to the Grantor at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, Illinois 62701

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.
ARTICLE XXX
ADDITIONAL INTEREST PROVISIONS

30.1. Penalty for Non-Interest Bearing Account. If Grantee is required to keep Grant Funds paid in advance of the actual expenditure of funds in an interest-bearing account pursuant to paragraph 4.6(b) of this Agreement, Grantee will be responsible for the payment of interest to Granter at a rate equal to twelve percent (12%) per annum on any Grant Funds kept in a non-interest bearing account, unless Grantee receives prior written approval from Granter. Grant funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee’s discretion. Exceptions to this paragraph are not permissible without prior written approval by Granter.

30.2. 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. Any additional interest earned on Grant Funds above $500 per year must be returned to the Granter pursuant to paragraphs 4.2 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. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Granter as provided in Article XIII herein. If applicable, the Granter 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 30.2 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 6.3 herein, which would not ordinarily require approval from Granter, 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 Granter 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 Granter:

(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;

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(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 contracting with any Federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to 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 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;

(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; and
(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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 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 260S) 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 200.338 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.

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 Grant. 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, Grant number, modification 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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 35 of 46
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 C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, 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 Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

**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 Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor.

**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.

**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 (755 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 Historic Preservation Agency. 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 Historic Preservation Agency. 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 violence, or who has a family or household member who is a victim of domestic 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 manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).

37.7. **Minorities, Females, 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, Females, 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 Grant 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 Grantee is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantee 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 Grantee 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 Grantee as a result of state or federal laws, rules and regulations.
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.

38.3. Completion of Specific Conditions. If there are specific conditions required by this Award pursuant to 2 CFR 200.207 and paragraph 5.3 herein, once Grantee completes a specific condition, Grantor shall document the completion and notify the Grantee in writing. A formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV is not required.

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.
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 13.3(a) 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 grant.

April 2018

- Quarterly Periodic Financial Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2018) - Covering Period of 01/01/2018 - 03/31/2018; Send To: Grant Manager

July 2018

- Quarterly Periodic Financial Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2018) - Covering Period of 04/01/2018 - 06/30/2018; Send To: Grant Manager

October 2018

- Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager

January 2019

- Quarterly Periodic Financial Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2019) - Covering Period of 10/01/2018 - 12/31/2018; Send To: Grant Manager

March 2019

- End of grant Closeout Financial Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

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• End of grant Closeout Performance Report (03/01/2019) - Covering Period of 01/01/2018 - 12/31/2018; Send To: Grant Manager

May 2019

• Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; Send To: Grant Manager

May 2020

• Annual FY Financial Report (05/28/2020) - Covering Period of 12/01/2018 - 11/30/2019; Send To: Grant Manager

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 to change any reporting deadlines.

ARTICLE XLI

GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Sub-recipient(s)

The Department acknowledges and recognizes that any sub-recipient(s) named in Exhibit B will be receiving a sub-grant under this Agreement and will be performing services to further and fulfill the Scope of Work as directed by the Grantee. The Grantee acknowledges and agrees that the Grantee remains responsible for administering and fulfilling all of the terms and conditions of this Agreement. The Grantee is responsible for incorporating a copy of this Agreement into any sub-grant or contract or agreement between itself and the sub-recipient(s) and is responsible for ensuring that it and its sub-recipient(s) are in compliance of the same.

Method of Compensation

In addition to the payment methods described in Article IV, 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. Further, costs charged under this Agreement cannot exceed the total award of this grant.

Administrative Costs

Grantee shall receive reimbursement for allowable costs under the Administration category not to exceed a total of 16% of allowable expenditures. As an example, an agency which expends 75% of the total allocation will only be allowed to spend a total of 16% of the amount of actual expenditures for administrative purposes.

Additional Budget Modifications
Grantee expressly understands and agrees that the total available amount of this Agreement is contingent upon the Grantee's ability to spend the Grant Funds in accordance with Exhibit B contained in this Agreement. The Department reserves the right to establish an initial available funding amount based on programmatic performance in previous years.

If the Grantee has reason to believe that its costs for the grant period will exceed a budgeted line item or cost category, it must request approval from the Department in writing prior to exceeding any approved budget line item or cost category, except that the Grantee may vary budgeted line items or cost categories in accordance with the following limitations:

1. Program Support and Direct Client Assistance cost categories may vary up to 10% plus or minus the approved budget amount or $1,000, whichever is greater.
2. Administration cost category may NOT be increased.
3. Special cost categories may NOT be increased or decreased without prior written approval from the Department.

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 in this part are measurably changed.

Unilateral Modifications
The parties agree that Grantor may 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 grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation 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 Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

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 non-Federal entity. 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 non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

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

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department's prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes...
real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: it is understood that non-expendable personal property purchased by the Grantee with Grant Funds and non-expendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of the Department. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for "shared use" with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to the Department's written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable 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 the Department. Upon the termination of the Agreement and upon the election of the Department, the Grantee must surrender possession of such property to the Department.

Real Estate Expenditures Prohibited
Grantee agrees not to use Grant Funds for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by the Department) of any building or other facility.

Audits, Inspections and Record Retention.
The Grantee will as often as deemed necessary by the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives, permit the Department, or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or Comptroller General of the United States, or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Grant. The Grantee shall include in all of its contracts under this Agreement a provision that the Department or the Comptroller of the State of Illinois, or the U.S. Department of Health and Human Services, or the Comptroller General of the United States, or any of their duly authorized representatives will have full access to and the right to examine any pertinent books, documents, papers and records of any such contractor involving transactions related to the contract. The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following written approval from the Department that all disbursements of grant funds have been reviewed, considered adequate and closed by the Department.

The Grantee is accountable for all grant funds received under this Agreement and in addition to the requirements contained in Section 12.1 herein, shall maintain, until the closeout of the grant by the U.S. Department of Health and Human Services, all records that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a description of each activity undertaken
b. Records demonstrating that each activity undertaken is in compliance with the CSBG program;
c. Records required determining the eligibility of activities;
d. Records required to document the use of Grant Funds in accordance with applicable cost principles as further described in the federal regulations;
e. Financial records as required by the applicable federal regulations.

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
Page 43 of 46
Additional Audit Requirements
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, the Department 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. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

Additional Reporting Requirements
In addition to the reporting requirements set forth in Article 40.3, the Grantee must provide the following reports to the Department:

1. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
2. Quarterly programmatic reports which include board membership reports, board minutes, services report, demographics report, revolving loan fund reconciliation and any other report as required by the Department.
3. Annual scholarship report
4. An Annual Report which contains information based on agency wide activities in a format prescribed by the Department.
5. Any additional reports required by the Department as a result of a corrective action or quality improvement plan

Monitoring and Evaluation Requirements
The Department will periodically monitor and evaluate the Grantee’s performance under this Agreement for compliance with federal regulations, state administrative rules, statutes, and programmatic guidelines and all covenants under this Agreement. The grant will be evaluated to gauge its impact upon the low-income community and to determine the effective and efficient utilization of Grant Funds. Evaluations will occur both during the performance of the scope of work and after completion.

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 678B of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

Board Requirements
This Agreement is conditionally approved pending verification that the tripartite board requirement has been met (42 U.S.C.A. §9910). In the event that the Grantee fails to fulfill the tripartite board requirement, on a calendar quarterly basis, the Department shall monitor and evaluate the Grantee’s progress in becoming compliant with this requirement. The Grantee’s failure to become compliant could be considered a default under this Agreement and the Grant Funds would become subject to recovery.

CSBG Revolving Loan Program
The CSBG Revolving Loan Program has been suspended. Grantee agrees that grant funds under this Agreement must not be used for any new loans.

Publication, Reproduction and Use of Material
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department 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.

Any publication produced as a result of or with funding under this Grant shall contain the following language on its title page: “This project was conducted with funds provided under the Community Services Block Grant Program administered by the Illinois Department of Commerce and Economic Opportunity and it does not necessarily represent, in whole or in part, the viewpoint of the Illinois Department of Commerce and Economic Opportunity.”

**Debarment**
In addition to Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

**Bond and Depository Insurance Requirements**
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.

Grantee must place Grant Funds in insured accounts whenever possible. In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

**No Discrimination in Services**
Grantee must comply with:

A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and must immediately take any measures necessary to effectuate this assurance.

B. Section 2606(a) of the Omnibus Budget Reconciliation Act of 1981 provides that:

No person shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

**Fraud and/or Abuse**
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors 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.

**Political Activity**

Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or contending faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Name Of Agency Reporting: **DuPage County Community Services**

**Grant Number:** 18-231026

Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

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<th>Outcome Target: 17</th>
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</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
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</tr>
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**Outcome Measure(s):**
01.01 Unemployed youth who obtained employment to gain skills or income.
02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
04.04 Individuals who improved skills related to the adult role of parents/caregivers

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
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<th>Total</th>
</tr>
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<td>$ 500.00</td>
<td>$ 45,000.00</td>
<td>$ 45,500.00</td>
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</table>

01.021 Career Counselling (1)

DuPage County workNet/WIOA will assist CSBG eligible residents with CNC Computer training, Truck Driving Certification, Welding training, Healthcare training or other in demand employment training certification via WIOA (DuPage workNet).

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<thead>
<tr>
<th>Persons: 9</th>
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</thead>
<tbody>
<tr>
<td>CSBG Goal #: 01</td>
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</tr>
</tbody>
</table>

**Outcome Measure(s):**
01.05 Unemployed adults who obtained employment (with a living wage or higher)
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
03.06 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
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<td>$ 500.00</td>
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01.022 Job Search (1)

360 Youth Services (Sub-grantee) will assist homeless youth with attaining their GED's, job skills, transportation, employment and stable housing.

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<thead>
<tr>
<th>Persons: 24</th>
<th>Outcome Target: 38</th>
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</thead>
<tbody>
<tr>
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<td></td>
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</table>

**Outcome Measure(s):**
01.01 Unemployed youth who obtained employment to gain skills or income.
02.07 Individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma
02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
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<th>Administration</th>
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</table>
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being
05.03 Individuals who demonstrated improved mental and behavior

<table>
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</table>

**Education and Cognitive Development**

**02.061 Educational Financial Aid Assistance (1)**

DuPage County Department of Community Services Intake and Referral unit will provide scholarships to CSBG eligible persons for post-secondary education.

**Persons:** 6

**CSBG Goal #:** 01

**Outcome Measure(s):**

02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills

<table>
<thead>
<tr>
<th>Program Support</th>
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**Income, Infrastructure, and Asset Building**

**03.011 Training and Counseling Services (1)**

The H.O.M.E. DuPage, Inc. (Sub-grantee) will provide financial literacy workshops, budgeting seminars, financial counseling, income management skills, and credit repair to CSBG eligible clients.

**Persons:** 60

**CSBG Goal #:** 01

**Outcome Measure(s):**

03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days
03.03 Individuals who opened a savings account or IDA
03.04 Individuals who increased their savings
03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
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**Housing**

**04.011 Housing Payment Assistance (1)**

DuPage County Department of Community Services Housing Support unit will provide CSBG eligible clients with funding to prevent homelessness via rent assistance, association fee assistance or mortgage assistance.

**Persons:** 15

**CSBG Goal #:** 01

**Outcome Measure(s):**

04.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
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<td>$54,000.00</td>
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</table>
### Outcome Measure(s):
- **04.02.A** Households who maintained safe and affordable housing for 90 days
- **04.05** Households who avoided eviction
- **04.06** Households who avoided foreclosure

<table>
<thead>
<tr>
<th>Program Support</th>
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#### 04.041 Housing Placement/Rapid Re-housing (1)
Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

**Persons:** 80  
**Outcome Target:** 80  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

### Outcome Measure(s):
- **04.01** Households experiencing homelessness who obtained safe temporary shelter

<table>
<thead>
<tr>
<th>Program Support</th>
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<th>Administration</th>
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</table>

#### 04.042 Housing Placement/Rapid Re-housing (2)
Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

**Persons:** 9  
**Outcome Target:** 9  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

### Outcome Measure(s):
- **04.01** Households experiencing homelessness who obtained safe temporary shelter
- **05.03** Individuals who demonstrated improved mental and behavioral health and well-being

<table>
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<tr>
<th>Program Support</th>
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#### Health and Social/Behavioral Development (Includes nutrition)
DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

**Persons:** 300  
**Outcome Target:** 301  
**CSBG Goal #:** 01  
**CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

### Outcome Measure(s):
- **05.02** Individuals who demonstrated improved physical health and well-being

<table>
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#### 05.061 Dental Services, Screenings and Exams (1)

**Total Persons:** 2,980  
**Total Outcome:** 2,981
Loaves & Fishes, People's Resource Center and West Suburban Community Pantry (Sub-grantees) will provide food, laundry, personal care and paper products to households in need. These three food pantries serve all residents of the County and each will receive $10,000 to provide these items to our residents: People's Resource Center Food Pantry 1000 families, West Suburban Community Pantry 600 families, and Loaves and Fishes Pantry 1000 families. West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

**Outcome Target:** 2580

**CSBG Goal #:** 01

**Outcome Measure(s):**
- 05.02 Individuals who demonstrated improved physical health and well-being
- 05.04 Individuals who improved skills related to the adult role of parents/caregivers

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<tr>
<th>Program Support</th>
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**Services: Supporting Multiple Domains**

07.01.1 Case Management (1)

DuPage County Department of Community Services Housing and Self-Sufficiency unit will move participants away from crisis and towards self-sufficiency by providing case management, counseling, referrals and financial assistance.

**Outcome Target:** 120

**CSBG Goal #:** 01

**Outcome Measure(s):**
- 01.02 Unemployed adults who obtained employment (up to a living wage)
- 01.08 Employed participants in a career advancement related program who entered or transitioned into a position that provided increased income and/or benefits
- 02.05 Parents/caregivers who improved their home environments
- 02.08 Individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills
- 03.08 Individuals engaged with the Community Action A

<table>
<thead>
<tr>
<th>Program Support</th>
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07.03.1 Referrals (1)

DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.

**Outcome Target:** 4800

**CSBG Goal #:** 01

**Outcome Measure(s):**
- 06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

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07.10.1 Legal Assistance (1)
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

**Persons:** 25  
**Outcome Target:** 25  
**CSBG Goal #:** 01  
**Outcome Measure(s):**  
- 06.01.C Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage

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<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,000.00</td>
<td>$0.00</td>
<td>$500.00</td>
<td>$0.00</td>
<td>$20,500.00</td>
</tr>
</tbody>
</table>

**7.111 Emergency Clothing Assistance (1)**  
DuPage County Department of Community Services will provide assistance to clients in need of essential items and or services such as food, gas, clothing and furniture.

**Persons:** 400  
**Outcome Target:** 400  
**CSBG Goal #:** 01  
**Outcome Measure(s):**  
- 03.01 Individuals who achieved and maintained capacity to meet basic needs for 90 days

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$112,988.00</td>
<td>$1,250.00</td>
<td>$3,500.00</td>
<td>$0.00</td>
<td>$117,738.00</td>
</tr>
</tbody>
</table>

**7.121 Mediation/Customer Advocacy Interventions (1)**  
DuPage Federation on Human Services Reform Open Door Program (sub-grantee) will provide emergency assistance for clients in need of essential items and or services such as housing, food, clothing, medical expenses, case management, advocacy, and initial employment expenses.

**Persons:** 120  
**Outcome Target:** 120  
**CSBG Goal #:** 01  
**Outcome Measure(s):**  
- 03.08 Individuals engaged with the Community Action Agency who report improved financial well-being

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$1,000.00</td>
<td>$0.00</td>
<td>$16,000.00</td>
</tr>
</tbody>
</table>

**Agency Capacity Building**  
**Total Persons:** 3  
**Total Outcome:** 3  
**CSBG Goal #:** 00  
**Outcome Measure(s):**  
- 09.01.1 Agency Capacity Building Activities (1)

DuPage County Department of Community Services needs to increase agency capacity building, planning and certifications/training to achieve CSBG Standards. Planning, coordination, research and training is needed to maintain CSBG Organizational Standards compliance.

**Persons:** 3  
**Outcome Target:** 3  
**CSBG Goal:** CSBG Eligible Entity Capacity Building
### Outcome Measure(s):
00.02 Hours of Agency Staff in capacity building activities

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 0.00</td>
<td>$ 9,000.00</td>
<td>$ 9,000.00</td>
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</table>

**Grant 18-231028 Work Program Totals**

<table>
<thead>
<tr>
<th>Program Support</th>
<th>Client Assistance</th>
<th>Administration</th>
<th>Special</th>
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<tbody>
<tr>
<td>$ 843,165.00</td>
<td>$ 35,250.00</td>
<td>$ 32,300.00</td>
<td>$ 129,000.00</td>
<td>$ 1,039,715.00</td>
</tr>
</tbody>
</table>

Attachment: MSHV - Agreement (2018-70: Midwest Shelter for Homeless Veterans)
### Section A: State of Illinois Funds

**Revenues**

<table>
<thead>
<tr>
<th>Description</th>
<th>Summary</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Illinois Grant Amount Requested</td>
<td>$1,039,715.00</td>
<td></td>
</tr>
</tbody>
</table>

**Budget Expenditure Categories**

1. **Personnel (200.430)**
   - **0101 PERSONNEL (SALARIES & WAGES)**
     - $402,547.00

2. **Fringe Benefits (200.431)**
   - **0102 FRINGE BENEFITS**
     - $146,773.00

3. **Travel (200.474)**
   - **0103 TRAVEL**
     - $6,300.00

4. **Equipment (200.439)**

5. **Supplies (200.94)**
   - **0105 SUPPLIES**
     - $2,760.00

6. **Contractual/Subawards (200.318 and .92)**
   - **0106 CONTRACTUAL SERVICES**
     - $270,385.00

7. **Consultant (200.459)**

8. **Construction**

9. **Occupancy (200.465)**

10. **Research and Development (200.87)**

11. **Telecommunications**
    - **0111 TELECOMMUNICATIONS**
      - $1,700.00

12. **Training and Education (200.472)**
    - **0112 TRAINING AND EDUCATION**
      - $4,800.00

13. **Direct Administrative Costs (200.413)**
    - **0313 DIRECT ADMINISTRATIVE COSTS**
      - $32,300.00

14. **Miscellaneous Costs**
    - **0114 MISCELLANEOUS COSTS**
      - $7,900.00

15. **Grant Exclusive Line Item(s)**
    - **0201 CLIENT ASSIST. - BENEFITS**
      - $164,250.00
    - **0402 SPECIAL - T&TA**
      - $9,000.00
    - **0403 SPECIAL - ECON DEV/JOB TRAIN**
      - $120,000.00

16. **Total Direct Costs (add lines 1-15)**
    - $1,039,715.00

17. **Total Indirect Costs (200.414)**
    - **Rate:** N/A %
    - **Base:** N/A

18. **Total Costs State Grant Funds (Lines 16 and 17)**
    - $1,039,715.00
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 Organization 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(S); or
☐ complies with other statutory policies.

Rate:  %

5)  ☑ No reimbursement of Indirect Cost is being requested.

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

<table>
<thead>
<tr>
<th>Period Covered By NICRA: From:</th>
<th>To:</th>
<th>Approving Federal or State Agency:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect Cost Rate: %</td>
<td></td>
<td>The Distribution Base Is:</td>
</tr>
</tbody>
</table>
Grantee: DuPage County

NOFO Number: 

Grant Number: 18-231028

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

Institution/Organization: DuPage County

Signature: 

Signature on File

Printed Name: Mary A. Keating

Title: Director

Phone: (630) 407-6457

Date: 1/17/18

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.
<table>
<thead>
<tr>
<th>Final Budget Amount Approved</th>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,039,715</td>
<td>Signature on File</td>
<td>1/2/18</td>
<td>Signature on File</td>
<td>1/2/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Revision Approved</th>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
### Special Conditions

<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td>Problem for Clarification/Resolution:</td>
<td>The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to: subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td>Conditions:</td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td>How to Resolve:</td>
<td>The grantee must also provide documented proof of onsite monitoring and audit efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td>Timeframe:</td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
</tbody>
</table>
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.

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.

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Signature on File

Authorized Signature

Printed Name

Title

Date

Jan 27, 2018

Packet Pg. 905
MODIFICATION THREE TO THE HOME INVESTMENT PARTNERSHIPS AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND COMMUNITY HOUSING ADVOCACY and DEVELOPMENT, HM03-02

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Complied Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the COUNTY has applied to HUD for HOME Investment Partnerships Act funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”); and

WHEREAS, COMMUNITY HOUSING ADVOCACY and DEVELOPMENT, an Illinois not-for-profit corporation, (hereinafter called “SPONSOR”), having a principal place of business at 531 East Roosevelt Road, Suite 200, Wheaton IL 60187, made an application to COUNTY for a grant of a portion of COUNTY’S HOME Investment Partnerships Act Funds (“HOME FUNDS”) to be used for eligible costs associated to purchase six single family units as part of the “Just Homes” program. “Just Homes” is a shared-equity program where CHAD provides 40% of the equity and our partner provides 60% of the equity needed to purchase a home; and

WHEREAS, DuPage County approved funding on February 8, 2000, as part of the 2000 DuPage County Consolidated Plan submitted to HUD for the HOME Investment Partnership Program (HOME), adopted by Resolution CDC-001-00; and

WHEREAS, an Agreement was approved on June 10, 2003 adopted by Resolution CDC-038-03 requiring compliance with HOME requirements, and said agreement has been approved by COMMUNITY HOUSING ADVOCACY and DEVELOPMENT; and

WHEREAS, an Agreement modification was approved April 12, 2011, Resolution CDC-008-11; and

WHEREAS, an Agreement modification was approved January 22, 2013, Resolution CDC-006-131 to allow for “the temporary rental of any townhouse that was to be sold, until such time as market conditions allow for the sale of such home.”

WHEREAS, SPONSOR has requested Modification Three to grant unsold townhouses to remain as permanent rental units for low income households; and to reduce the affordability period from 20 to 15 years; said Modification request was approved by the Home Advisory Group on February 5, 2018 and the County Health & Human Services Committee on February 20, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement
Resolution
HHS-R-0071-18

Modification between the County of DuPage and Community Housing Advocacy and Development, attached hereto, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to PROJECT HM03-02 so long as such amendments further the completion of the project and are in accordance with regulations applicable to the HOME Investment Partnerships Act and the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send an original signed Agreement with this Resolution to Brian Worth, Executive Director, COMMUNITY HOUSING and DEVELOPMENT, 531 E Roosevelt Road, #200, Wheaton IL 60187; and a certified copy to Community Development.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

_______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Sam Tornatore
To: Robert Larsen, Chairman and Committee Members  
Health and Human Services Committee

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

Date: February 8, 2018

Subject: Modification to Project HM03-02 – Community Housing Advocacy and Development (CHAD) – Reduction of HOME Affordability Period and Agreement Modification

On February 6, 2018, the Home Advisory Group approved the recommendation for 3rd modification to Project HM03-02 – Community Housing Advocacy and Development (CHAD) to reduce the affordability period and agreement modification.

Community Development Commission Agreement HM03-02 was adopted by Resolution CDC-038-03 on June 10, 2003, modified by Resolution CD-008-11 on April 12, 2011, and modified by Resolution CD-006-13 on January 22, 2013 in the amount of $518,000 to purchase six single family units as part of the “Just Homes” program. “Just Homes” is a shared-equity program where CHAD provides 40% of the equity and our partner provides 60% of the equity needed to purchase a home. CHAD’s equity partner takes on the responsibilities of home ownership with a smaller mortgage payment, allowing them to pay all utilities, property taxes and maintenance items.

The Agreement was modified April 6, 2011 to allow for “the temporary rental of any townhouse that was to be sold, until such time as market conditions allow for the sale of such home.” Currently one of the original homeownership units is serving as a rental units for CHAD. Its “Just Homes” program is experiencing difficulty attracting lenders to shared-equity homeownership, at locations across DuPage County. In addition, refinancing and Home Equity Lines of Credit are proving difficult for the existing owners to secure due to the program structure. The modification will allow for the currently rented property to remain as a permanent rental units for low income households as well as allow future properties to become rental if they are sold back to CHAD during the affordability period.
In addition to the modification request above, staff is also recommending the reduction of the HUD required affordability period from 20 years to 15 years. In the early days of the County’s HOME program, affordability periods longer than the HUD requirement were placed on some projects. Therefore, over the past couple years, we have been working to simplify our portfolio of HOME loans by reducing the affordability period or releasing projects that have fulfilled the HUD required affordability period. Although these extended affordability periods were never registered in HUD’s tracking system, they were reflected in the project agreements and do put the County at financial risk if an affordability period is not met.

Staff is now asking committee approval to shorten the affordability compliance periods on the following project to match the HUD affordability periods. When the project reaches the end of its affordability period, it will then be released. It is important to make these changes now so that a correct unit inspection schedule can be implemented.

As noted below, this project will also require a modification to the Agreement and recording of a Regulatory Land Use Restriction Agreement (RLURA) to correctly state the HOME affordability period.

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Developer</th>
<th>Project</th>
<th>Expiration Date of HUD Affordability Period</th>
<th>RLURA</th>
</tr>
</thead>
<tbody>
<tr>
<td>HM03-02</td>
<td>CHAD</td>
<td>6 scattered site units</td>
<td>June 8, 2019</td>
<td>RLURA Drafted for June 8, 2019</td>
</tr>
</tbody>
</table>

Recommendation: The HOME Advisory Group recommends that the affordability period stated in the Agreement shown in the above table be adopted and that the Director of Community Services be authorized to execute modifications to the Agreement and RLURA documents.

If you have any questions regarding the above recommendations, please contact me at 630-407-6457. Thank you.
MODIFICATION THREE TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT HM03-02

THIS MODIFICATION ONE TO AGREEMENT is entered into this 27th day of February, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and COMMUNITY HOUSING ADVOCACY and DEVELOPMENT, an Illinois not-for-profit corporation, having a principle place of business at 531 E Roosevelt Road, #200, Wheaton IL 60187, (hereinafter called “SPONSOR”). The purpose of this MODIFICATION THREE TO AGREEMENT is to modify an existing agreement between the above parties known as Agreement HM03-02 which was adopted by Resolution CDC-038-03 on June 10, 2003, modified by Resolution CD-008-11 on April 12, 2011, and modified by Resolution CD-006-13 on January 22, 2013 to provide SPONSOR with HOME Investment Partnership Program funding in the amount of $518,000 for the purpose of ACQUISITION AND REHABILITATION OF SIX SINGLE FAMILY DWELLING UNITS AND KNOWN AS home PROJECT HM03-02 (the PROJECT) (hereinafter, together 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 the following sections of the Agreement:

1. Section III, B-7 is hereby amended to state that the Project shall comply with the requirements of the HOME Program Final Rule, and it shall remain affordable in accordance with paragraphs III-B-6 above for 15 years beginning when all necessary title transfer requirements and construction work have been performed; the final draw down has been disbursed for the PROJECT; and the PROJECT completion information has been entered in the disbursement and information system established by HUD (“Affordability Period”), in accordance with the HOME Program Final Rule.

2. Section III, B-8. is hereby amended to state that County and Sponsor have agreed that the Affordability Period will remain in effect for the full 15 years, and that all obligations for said Affordability Period shall be secured by deed restrictions and covenants running with the land as described in the Regulatory and Land Use Restriction Agreement to be entered into by between COUNTY and SPONSOR in connection herewith.

3. Section XIV, B. Any house under the Agreement that was to be sold may be temporarily or permanently rented to an eligible household whose income does not exceed 60% of median family income as set by the U.S. Department of Housing and Urban Development (HUD) and updated from time to time. The rental received shall not exceed High HOME rent, less utility allowances, as set by HUD and updated from time to time. Should five or more houses in the total project be rented during the same time period, 20% of the rental units must be rented at Low HOME rent, less utility allowances, as set by HUD and updated from time to time.

4. In all other respects the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

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

By: _____________________________________
Daniel J. Cronin, Chairman
DuPage County Board

Date: _____________________________________

Attest: _____________________________________
Paul Hinds
County Clerk

SPONSOR: COMMUNITY HOUSING ADVOCACY and DEVELOPMENT, a Not-for-profit Corporation in the State of Illinois

By: _____________________________________
Brian R. Worth
President and Chief Executive Officer

Date: _____________________________________

Attest: _____________________________________
Print Name: _____________________________________
Title: _____________________________________
WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Housing and Community Development Act of 1992, and COUNTY may disburse those funds and other county funds for community development and other housing program activities (Illinois Complied Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, the United States government has appropriated funds for emergency assistance for the redevelopment of abandoned and foreclosed homes under Title III of the Housing and Economic Recovery Act of 2008 (HERA), to be treated as though such funds were Community Development Block Grant funds under the Housing and Community Development Act of 1974 (the "ACT") and to be administered through the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, COUNTY has applied to HUD for HERA funds to be used for a Neighborhood Stabilization Program (NSP); and

WHEREAS, the COUNTY, as part of its application to HUD, has stated that it will select certain non-profit developers to create housing under the NSP; and

WHEREAS, DHA MANAGEMENT, INC., an Illinois not-for-profit corporation, an affiliate of the DuPage Housing Authority, a body politic was selected as a developer under the NSP (DEVELOPER); and

WHEREAS, Agreement NSP08-03 was adopted by County Board Resolution CD-016-09 on June 23, 2009 (hereinafter, together with all previous amendments thereto, called Agreement NSP08-03); and

WHEREAS, the attached MODIFICATION ELEVEN to Agreement NSP08-03 has been approved by the Community Development Commission and the Health and Human Services Committee;
NOW, THEREFORE, BE IT RESOLVED by the County Board that said MODIFICATION ELEVEN to Agreement NSP08-03 between COUNTY and DEVELOPER, hereby incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the attached MODIFICATION ELEVEN to Agreement NSP08-03 on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Sam Tornatore
TO: Robert Larsen, Chairman and Committee Members  
Health and Human Services Committee

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

DATE: February 8, 2018

SUBJECT: DuPage County Housing Authority (DHA)  
Recommendation for Reactivation of Agreement NSP08-03 –  
Modification #11

On February 6, 2018, the Home Advisory Group approved the recommendation  
for an 11th Modification, of NSP08-03 to June 30, 2018.

Background:
Neighborhood Stabilization Agreement NSP08-03 was adopted by resolution CDC-  
016-09 on June 23, 2009 for the purpose of acquiring up to 8 single family homes to be  
sold to homebuyers with a maximum 60% Median Family Income. This NSP  
agreement has gone through ten modifications since 2009 based on new HUD  
guidelines, time extensions, and transfer of ownership to qualified parties.

The property of 148 Montana, located in Glendale Heights, was transferred from DHA  
to Habitat for Humanity in 2016 to be rehabilitated and sold to a homebuyer meeting  
the criteria of the NSP program requirements. The property now has an expected  
homebuyer and is expected to be transferred within the next 30-45 days. During the  
closeout phase before the transfer of ownership to the homebuyer takes place, DHA has  
discovered additional eligible reimbursements in the amount of $13,869.10 that can be  
requested as part of agreement NSP-08-03. In order to process these eligible expenses  
for reimbursement, the agreement needs to be reactivated briefly to allow the payment  
request to be processed.

Recommendation: The HOME Advisory Group recommends that Agreement NSP08-  
03 be modified and reactivated until June 30, 2018 to allow a payment request of  
eligible expenses to DuPage County Housing Authority.
THIS ELEVENTH MODIFICATION TO AGREEMENT is entered into this 27th day of February, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and DUPAGE COUNTY HOUSING AUTHORITY (DHA) (hereinafter called “SUBGRANTEE”). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement NSP08-03, which was adopted by Resolution CDC-016-09 on June 23, 2009, to grant funding in the amount of up to $1,808,795 for eligible costs associated with the acquisition, rehabilitation, and project delivery of up to 8 single family houses (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.

1. The time period covered by the Agreement is hereby reactivated and extended to April 30, 2018.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

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

By: ______________________________
   Dan Cronin, Chairman
   DuPage County Board

Date: ______________________________

Attest: ______________________________

SUBGRANTEE: DuPage Habitat for Humanity

BY: ______________________________
   Signature
   Printed Name: Kenneth Coles
   Title: Executive Director

DATE: ______________________________

ATTEST: ______________________________
   Signature
   Printed Name: ______________________________
   Title: ______________________________
WHEREAS, DuPage County is a participating jurisdiction in the HOME Investment Partnerships Act (HOME) Program since 1992; and

WHEREAS, DuPage Homeownership Center, Inc., dba H.O.M.E. DuPage, Inc., an Illinois Not-for-Profit Corporation, has applied for HOME funds that will be used to provide deferred junior mortgages to qualified low-income first time homebuyers and known as HOME project #HM15-01; and

WHEREAS, the DuPage HOME Advisory Group and the County Health and Human Services Committee have recommended HOME funding in the amount of Two Hundred Eighty Seven Thousand Three Hundred and 00/100 Dollars ($287,300.00) for said application; and

WHEREAS, an Agreement requiring compliance with HOME program requirements, has been adopted by Resolution HHS-R-0159-16 on May 10, 2016, said Agreement was modified by internal policies/procedures to extend the agreement time period by 6-months on March 8, 2017, further modified by internal policies/procedures to extend the agreement time period by 6-months on August 15, 2017; and

WHEREAS, the DuPage HOME Advisory Group and County Health and Human Services Committee have approved the recommendation to enter into a third agreement modification, extending the agreement time period by an additional 6-months to September 30, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between DuPage County and DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc., hereby incorporated by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute said Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project HM15-01 so long as such amendments further the completion of project HM15-01 and are in accordance with regulations applicable to the HOME Investment Partnerships program and are in accordance with the policies of DuPage County; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Ms. Anne O’Dell, Executive Director of DuPage Homeownership Center, Inc., dba H.O.M.E. DuPage, Inc., 1600 East Roosevelt Road, Wheaton, IL 60187; and the Community Development Commission.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.
Resolution
HHS-R-0073-18

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

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</tr>
<tr>
<td>AYES:</td>
<td>Chaplin, Grant, Hart, Khouri, Larsen</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Sam Tornatore</td>
</tr>
</tbody>
</table>
TO: Robert Larsen, Chairman and Committee Members
Health and Human Services Committee

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

DATE: February 12, 2018

SUBJECT: HM15-01 – DuPage Homeownership Center, Inc. dba H.O.M.E.
DuPage Inc. – Homestead Program – Down Payment Assistance –
Third 6-Month Agreement Extension Request

This request was approved by the HOME Advisory Group on February 6, 2018.

Background: An Agreement between the County of DuPage and the DuPage
Homeownership Center, Inc. was entered into for the purposes of providing qualified
low-income borrowers a comprehensive home ownership counseling program and to
provide each qualified low-income borrower purchasing a residence in the Homestead
Program a deferred junior mortgage of up to $14,999. Reimbursement of eligible
project delivery costs in the amount of $2,920 are also funded from the Agreement.
Said Agreement was adopted by Resolution HHS-R-0159-16 on May 10, 2016 in the
amount of $287,300.

On February 27, 2017, the DuPage Homeownership Center, Inc. (DHOC) dba
H.O.M.E. DuPage, Inc. requested their first 6-month time extension for Agreement
HM15-01. On March 8, 2017, the time extension request was approved and the grant
expiration was extended to September 30, 2017.

On July 19, 2017, H.O.M.E. DuPage requested a second 6-month time extension for
Agreement HM15-01. On August 1, 2015, the HOME Advisory Group approved the
extension recommendation, and on August 15, 2017, the Health & Human Services
Committee approved the extension request and the expiration was extended to March
31, 2018.

On January 25, 2018, H.O.M.E. DuPage requested a third 6-month time extension for
Agreement HM15-01. Funding in the amount of $88,851 remains, which DHOC
anticipates will be fully expended on or before September 30, 2018.

Recommendation: The HOME Advisory Group recommends approval of the third 6-
month extension request.

If you have any questions regarding the above recommendation, please contact me at
630-407-6457. Thank you.
January 24, 2018

Ms. Mary Keating
Director, Community Services
421 N. County Farm Rd.
Wheaton IL 60187

Dear Ms. Keating:

I am requesting modifications of HOME Agreement HM 15-01 and CDBG Agreement CD15-23A, to extend both agreements for an additional 6 months, or until the funds are exhausted, whichever comes first.

H.O.M.E. DuPage continues to actively market the Homestead program, and interest in the program remains strong. In the past six months, 112 households have attended our Homebuyer Education classes, and 85 households have received individual pre-purchase counseling. Some (not all) will be candidates for the Homestead program. They are in varying stages of market readiness. Those who are not currently market-ready are working on their "action plans" to overcome obstacles to homeownership, such as excessive debt, poor credit, and lack of savings.

In 2017, 14 low-income first-time homebuyers purchased using the Homestead program. Three families are currently preapproved and shopping (all have low affordability due to Homestead's 35% maximum housing ratio.) One additional household has been referred to a lender for preapproval. One additional household will complete homebuyer education this week, and will then be referred to a lender for preapproval.

We are using HM 15-01 and CD 15-23A funds more slowly than anticipated, however. Within the past several months, 2 Homestead transactions were cancelled because the properties did not meet HOME property guidelines. Several Homestead-eligible borrowers have opted to purchase—some outside DuPage County—with other down payment assistance programs (including Illinois Housing Development Authority’s @HomeIllinois and 1stHomeIllinois, FHLB’s Down Payment Plus, and Wintrust Community Bank’s $2,000 DPA grant. While these other programs all have less restrictive qualification ratios and virtually no property condition stipulations, H.O.M.E. DuPage remains committed to preparing first-time buyers for successful, sustainable homeownership.

Thank you for your time and consideration of this request.

Sincerely,

Anne O'Dell, Executive Director
MODIFICATION THREE TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT HM15-01

THIS MODIFICATION TO AGREEMENT is entered into this 27th day of February, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and the DUPAGE HOMEOWNERSHIP CENTER, INC., d.b.a. H.O.M.E. DUPAGE, INC., an Illinois not-for-profit corporation (hereinafter called “SUBGRANTEE”). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement HM15-01, which was adopted by Resolution HHS-R-0159-16 on May 10, 2016, to grant funding in the amount of $287,300.00, of which $88,851.00 remains unexpended, for the purposes of providing each potential BORROWER a comprehensive home ownership counseling program that is consistent with the Fannie Mae document, “A Guide to Home Ownership,” and a certificate of completion shall be made a part of the loan file; determining each BORROWER’s income eligibility using the Internal Revenue Service (IRS) Form 1040 Adjusted Gross Income definition; and providing each qualified low-income BORROWER purchasing residences in the project a deferred junior mortgage at zero percent (0%) interest in an amount not to exceed $14,999, to extend the time limit of the Agreement (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.

1. The time period covered by the Agreement is hereby extended to September 30, 2018.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the
dates recited below:

DUPAGE HOMEOWNERSHIP CENTER,
d.b.a. H.O.M.E. DUPAGE, INC.,
an Illinois Not-for-Profit Corporation

1600 E. Roosevelt Road
Wheaton, Illinois  60187

By:     _____________________________________
Anne O’Dell,
Executive Director

Date:  _____________________________________

Attest: _____________________________________

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

By:     _____________________________________
Daniel J. Cronin
Chairman DuPage County Board

Date:  _____________________________________

Attest: _____________________________________
Paul Hinds
County Clerk
WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

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

WHEREAS, COUNTY, as part of its application to HUD, has created a Housing Development Fund Program (“HDF”) which is used to provide funds to maintain and expand housing opportunities for low and moderate-income households (“HDF FUNDS”); and

WHEREAS, the DUPAGE HOMEOWNERSHIP CENTER, INC., dba H.O.M.E. DUPAGE, INC., has made application to COUNTY for HDF FUNDS that will be used to provide closing cost grants to qualified low-income first time homebuyers obtaining HOME funded junior mortgages, with grant funds in the amount of $65,000.00 for project CD15-23a; and

WHEREAS, the DuPage HOME Advisory Group and County Development Committee have recommended HDF funding in the amount of $65,000.00 for said application; and

WHEREAS, an Agreement requiring compliance with CDBG program requirements, has been adopted by Resolution CD-R-0094-15 on February 10, 2015, said Agreement being executed on May 10, 2016, modified by internal policies/procedures to extend the agreement time period by 6-months on March 8, 2017, further modified by internal policies/procedures to extend the agreement time period by 6-months on August 15, 2017; and

WHEREAS, the HOME Advisory Group and Health and Human Services Committee have approved the recommendation to enter into a third agreement modification, extending the agreement time period by an additional 6-months to September 30, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between DuPage County and the DUPAGE HOMEOWNERSHIP CENTER, INC., dba H.O.M.E. DUPAGE, INC., hereby incorporated by reference, is hereby approved; and
Resolution
HHS-R-0074-18

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project CD15-23a so long as such amendments further the completion of project CD15-23a and are in accordance with regulations applicable to the Community Development Block Grant Program and are in accordance with the policies of DuPage County and the DuPage Community Development Commission; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Ms. Anne O’Dell, Executive Director of DuPage Homeownership Center,

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen
ABSENT: Sam Tornatore
To: Robert Larsen, Chairman and Committee Members  
Health and Human Services Committee  

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

Date: February 12, 2018  

SUBJECT: CD15-23A – DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc. – Closing Costs Grant – Third 6-Month Agreement Extension Request  

This request was approved by the CDC Executive Committee on February 6, 2018.  

Background: An Agreement between the County of DuPage and the DuPage Homeownership Center, Inc. was entered into for the purpose of providing qualified low-income borrower’s purchasing a residence in the Homestead Program a closing cost grant in an amount not to exceed $3,000. Said Agreement was adopted by Resolution DC-R-0094-15 on February 10, 2015 in the amount of $65,000.  

On July 19, 2017, H.O.M.E. DuPage requested a second 6-month time extension for Agreement CD15-23A. On August 1, 2015, the HOME Advisory Group approved the extension recommendation, and on August 15, 2017, the Health & Human Services Committee approved the extension request and the expiration was extended to March 31, 2018.  

On January 25, 2018, H.O.M.E. DuPage requested a third 6-month time extension for Agreement CD15-23A. Funding in the amount of $29,000 remains, which DHOC anticipates will be fully expended on or before September 30, 2018.  

Recommendation: The CDC Executive Committee recommends approval of the third 6-month extension request.  

If you have any questions regarding the above recommendation, please contact me at 630-407-6457. Thank you.
January 24, 2018

Ms. Mary Keating
Director, Community Services
421 N. County Farm Rd.
Wheaton IL 60187

Dear Ms. Keating:

I am requesting modifications of HOME Agreement HM 15-01 and CDBG Agreement CD15-23A, to extend both agreements for an additional 6 months, or until the funds are exhausted, whichever comes first.

H.O.M.E. DuPage continues to actively market the Homestead program, and interest in the program remains strong. In the past six months, 112 households have attended our Homebuyer Education classes, and 85 households have received individual pre-purchase counseling. Some (not all) will be candidates for the Homestead program. They are in varying stages of market readiness. Those who are not currently market-ready are working on their “action plans” to overcome obstacles to homeownership, such as excessive debt, poor credit, and lack of savings.

In 2017, 14 low-income first-time homebuyers purchased using the Homestead program. Three families are currently preapproved and shopping (all have low affordability due to Homestead’s 35% maximum housing ratio.) One additional household has been referred to a lender for preapproval. One additional household will complete homebuyer education this week, and will then be referred to a lender for preapproval.

We are using HM 15-01 and CD 15-23A funds more slowly than anticipated, however. Within the past several months, 2 Homestead transactions were cancelled because the properties did not meet HOME property guidelines. Several Homestead-eligible borrowers have opted to purchase—some outside DuPage County—with other down payment assistance programs (including Illinois Housing Development Authority’s @Homeillinois and 1stHomeillinois, FHLB’s Down Payment Plus, and Wintrust Community Bank’s $2,000 DPA grant. While these other programs all have less restrictive qualification ratios and virtually no property condition stipulations, H.O.M.E. DuPage remains committed to preparing first-time buyers for successful, sustainable homeownership.

Thank you for your time and consideration of this request.

Sincerely,

Anne O’Dell, Executive Director
MODIFICATION TWO TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT CD15-23A

THIS MODIFICATION TO AGREEMENT is entered into this 27th day of February, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and the DUPAGE HOMEOWNERSHIP CENTER, INC., d.b.a. H.O.M.E. DUPAGE, INC., an Illinois not-for-profit corporation (hereinafter called “SUBGRANTEE”). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement CD15-23A, which was adopted by Resolution DC-R-0094-15 on February 10, 2015, to grant funding in the amount of $65,000.00, of which $29,000.00 remains unexpended, for the purposes of providing closing cost grants in an amount not to exceed $3,000.00 per qualified homebuyer, to extend the time limit of the Agreement (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.

1. The time period covered by the Agreement is hereby extended to September 30, 2018.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

DUPAGE HOMEOWNERSHIP CENTER,
d.b.a. H.O.M.E. DUPAGE, INC.
an Illinois Not-for-Profit Corporation

1600 E. Roosevelt Road
Wheaton, Illinois 60187

By: ________________________________
    Anne O’Dell,
    Executive Director

Date: ________________________________

Attest: ________________________________
    Signature

Printed Name

Title

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

By: ________________________________
    Daniel J. Cronin
    Chairman DuPage County Board

Date: ________________________________

Attest: ________________________________
    Paul Hinds
    County Clerk
Resolution  
HHS-R-0075-18  

MODIFICATION FOUR TO HOME INVESTMENT PARTNERSHIPS AGREEMENT  
BETWEEN DUPAGE COUNTY AND BRIDGE COMMUNITIES, INC.  
HM15-05  

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Housing and Community Development Act of 1974”, and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and  

WHEREAS, the COUNTY has applied to HUD for HOME Investment Partnerships Act funds from the United States Department of Housing and Urban Development (“HUD”) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended (Title II, Pub. L. 101-625) (“ACT”); and  

WHEREAS, the BRIDGE COMMUNITIES, INC., an Illinois not-for-profit corporation, having a principal place of business at 505 Crescent Blvd, Glen Ellyn IL 60137, (hereinafter “Developer”) has made application to COUNTY for HOME FUNDS in the amount of $236,556 that will be used for the purpose of the rehabilitation of twenty-six (26) rental units, in four separate properties; each unit to be leased to an eligible household at a rent not to exceed that allowed under the HOME Program for project HM15-05; and  

WHEREAS, an Agreement was adopted by Resolution DC-R-0059-16 on February 23, 2016, to accomplish said purposes; modified by internal policy/procedures on July 6, 2016; modified by Resolution HHS-R-0259-17 on May 9, 2017; modified by Resolution HHS-R-0342-17 on August 8, 2017; and  

WHEREAS, the DuPage HOME Advisory Group and County Health and Human Services Committee have recommended entering into the attached Modification Five to Agreement extending the project completion date to July 31, 2018.  

NOW THEREFORE BE IT RESOLVED by the County Board that said Agreement between DuPage County and BRIDGE COMMUNITIES, INC., hereby incorporated by reference, is hereby approved; and  

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to execute the Agreement on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and  

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to project HM15-05 so long as such amendments further the completion of project HM15-05 and are in accordance with regulations applicable to the HOME Investment Partnerships Act and are in accordance with the policies of DuPage County and the DuPage Community Development Commission; and
BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution to Mr. John Hayner, Chief Executive Officer of Bridge Communities, Inc., 505 Crescent Blvd, Glen Ellyn IL 60137 and the DuPage Community Development Commission.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

___________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

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To: Robert Larsen, Chairman and Committee Members
   Health and Human Services Committee

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

Date: January 26, 2018

Subject: Bridge Communities, Inc. Scattered Site Transitional Housing
   Rehab HOME Project Number HM15-05
   4th Time Extension Request

On February 6, 2018, the Home Advisory Group approved the recommendation
for a 5th Modification, 4th Time Extension of Project HM15-05 to July 31, 2018.

HM15-05 Bridge Communities, Inc. Scattered Site Transitional Housing Rehab – The
following HOME Investment Partnerships Program project was approved by the
County Board on February 23, 2016 as part of the 2016 Action Plan for Housing and
Community Development to fund the rehabilitation of twenty-six (26) rental units in
four separate properties.

Bridge Communities is requesting a six-month extension as a delay in completing rehab
has occurred due the lengthy procedure of evicting a tenant. While all other rehab in
that building was completed as possible, another few weeks of work, including the
punch list items, will be necessary following the eviction. It is anticipated that all of
the rehab work and the required documentation will be completed within the extended
time period.

Recommendation: The HOME Advisory Group recommends that Project HM15-05
be granted a 4th time extension to July 31st, 2018.

If you have any questions regarding the above recommendations, please contact me at
630-407-6457. Thank you.
January 4, 2018

Ms. Therese Witkus
Community Development Specialist
DuPage County Community Development Commission
421 N. County Farm Road
Wheaton, IL 60187

Re: HOME Grant, HM15-05 Request for Extension

Dear Therese,

Bridge Communities is requesting a one-month extension of the HM15-05 Grant Agreement from January 31, 2018 to February 28, 2018 due to one apartment unit remaining to be rehabbed in our 302-308 Dale Drive, Addison, Illinois building. We have a former client who will not leave the apartment unit, but has to be out by January 11, 2018 and until he does we are unable to get into the unit to complete the rehab work.

We anticipate completing all of the rehab work and the required documentation within the extended time period and greatly appreciate the County’s and the Committee’s consideration of this request.

Sincerely,

John R. Hayner

CEO
MODIFICATION FIVE TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT HM15-05

THIS MODIFICATION TO AGREEMENT is entered into this 27th day of February, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and Bridge Communities, Inc., an Illinois not-for-profit corporation, having a principle place of business at 505 Crescent Blvd, Glen Ellyn, IL 60137, (hereinafter called “DEVELOPER”). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement HM15-05, which was adopted by Resolution DC-R-0059-16 on February 23, 2016, to provide DEVELOPER with HOME Investment Partnerships Program or “HOME” funding in the amount of $236,556 for the purpose of the rehabilitation of twenty-six (26) rental units, in four separate properties; each unit to be leased to an eligible household at a rent not to exceed that allowed under the HOME Program (the “PROJECT”) (hereinafter, together with this modification, 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.

1. The time period covered by the Agreement is hereby extended to July 31st, 2018.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

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

By: _____________________________________
    Daniel J. Cronin, Chairman
    DuPage County Board

Date: _____________________________________

Attest: _____________________________________
    Paul Hinds
    County Clerk

DEVELOPER: Bridge Communities, Inc.
    505 Crescent Blvd
    Glen Ellyn, IL 60137

BY: _____________________________________
    Signature
    Printed Name: John Hayner
    Title:          Chief Executive Officer

DATE: _____________________________________

ATTEST: _____________________________________
    Signature
    Printed Name: _________________________
    Title:     _______________________
Due to consolidated billing by Medicare we may receive invoice up to a year later. We are extending the last invoice date allowed to 3/31/19.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

### INCREASE/DECREASE

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<td>Net $ change for previous Change Orders</td>
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<td>C</td>
<td>Current contract amount (A + B)</td>
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<td>D</td>
<td>Amount of this Change Order</td>
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<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
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<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
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### DECISION MEMO NOT REQUIRED

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

☐ Change budget code from:  ✗ to:  

☐ Increase/Decrease quantity from:  ✗ to:  

☐ Price shows:  ✗ should be:  

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

### DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from:  ✗ to:  

☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  ✗ Funding Source 1200-2050-53070

☐ OTHER - explain below:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4208</td>
<td>Jan 30, 2018</td>
</tr>
<tr>
<td>cdk</td>
<td></td>
</tr>
</tbody>
</table>

Prepared By (Initials)  Phone Ext  Date  Recommended for Approval (Initials)  Phone Ext  Date

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
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<tr>
<td>2/11/18</td>
<td></td>
</tr>
<tr>
<td>Jan 30, 2018</td>
<td>Jc</td>
</tr>
</tbody>
</table>

REVIEWED BY (Initials Only)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2/12/18</td>
<td></td>
</tr>
<tr>
<td>2-12-18</td>
<td></td>
</tr>
</tbody>
</table>

Buyer  Procurement Officer  Date  Date

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
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<tbody>
<tr>
<td>2-13-18</td>
<td></td>
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<tr>
<td>2-14-18</td>
<td></td>
</tr>
</tbody>
</table>

Chief Financial Officer (Decision Memos Over $25,000)  Date  Chairman's Office (Decision Memos Over $25,000)  Date

Rev 1.6
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: DuPage Care Center</th>
<th>Department Contact: Clementine Nelson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:clementine.nelson@dupageco.org">clementine.nelson@dupageco.org</a></td>
<td>Contact Phone: 630-784-4251</td>
</tr>
<tr>
<td>Vendor Name: Northwestern Medicine-Central DuPage Hospital</td>
<td>Vendor #: 19465</td>
</tr>
</tbody>
</table>

Date: Jan 30, 2018
MinuteTraq (IQM2) ID #: 11918
Department Requisition #: 2544-0001serv

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase contract in the amount of $5,000.00 to cover services provided during contract period of June 1, 2017 through May 31, 2018.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Contract agreement for Pass thru Medicare Part A costs for services rendered to the DuPage Care Center residents per the approved "Medicare Physician Fee Schedule and/or the proposed median cost per hospital out patient services" for the period June 1, 2017 through May 31, 2018.

**Strategic Impact**

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

The department has analyzed this contract agreement and it has shown an up ward trend of services provided by Central DuPage Hospital and has been determined by the department to recommend that this contract be increased to cover services provided during the contract period.

Once the patient has been seen at the Hospital and tests have been run and are completed, the hospital then determines if services are under consolidated billing. It is the responsibility of DuPage Care Center to pay for consolidated billing by Medicare. Once the hospital has deemed consolidated billing, DPCC is then billed for these services as well as other outside facilities, the invoices may take up to 9 months to receive, before DPCC is able to process.

**Source Selection/Vetting Information** - Describe method used to select source.

exempt from bidding per 55 ILCS 5/5-1022 "Competitive bids" (c) not suitable for competitive bidding.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

DPCC recommends the approval of increase to contract in the amount of $5,000.00 to cover services provided during contract period of June 1, 2017 through May 31, 2018.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

1200-2050-53070
Required Vendor Ethics Disclosure Statement

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

Recipient Description (e.g. cash, type of item, in-kind services, etc.)

Donor Amount

Date Made

Wyrostek

Program Director, Managed Care

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: Central DuPage Hospital

Contact Phone: 630-933-5049

Contact Email: john.wyrostek@nm.org

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**

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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**

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

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

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

Authorized Signature

Printed Name: John Wyrostek

Title: Program Director, Managed Care

Date: April 13, 2017

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

Signature on File

Printed Name: John Wyrostek

Title: Program Director, Managed Care

Date: April 13, 2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of _______ (total number of pages)
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Date: Jan 30, 2018

MinuteTraq (IQM2) ID #: 11919

Purchase Order #: 1861-0001 SERV Original Purchase Order Date: Jun 1, 2016 Change Order #: 3 Department: DuPage Care Center Vendor Name: Northwestern Medicine-Central DuPage Hospital Vendor #: 10019 Dept Contact: Clementine Nelson

Background and/or Reason for Change Order Request:
Contract agreement for pass thru Medicare Part A costs for services rendered to the DPCC residents per the approved "medicare physician fee schedule" for the period 6/1/16 - 5-31-17. Increase contract in the amount of $1,600.00 to cover services provided during the contract period. Due to consolidated billing by Medicare we may receive invoices up to a year later. We are extending the last invoice allowed date to 3/31/18.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>☒ Increase ☐ Decrease</td>
</tr>
<tr>
<td></td>
<td>$1,600.00</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$16,600.00</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>10.67%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>107.50%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

☐ Change budget code from: ____________________________ to: ____________________________

☐ Increase/Decrease quantity from: ____________________________ to: ____________________________

☐ Price shows: ____________________________ should be: ____________________________

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: ____________________________ to: ____________________________

☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount [X] Funding Source 1200 - 2050 - 5340

☐ OTHER - explain below:

2018-02-05
2018-03-06
2018-04-07

Packet Pg. 938
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Jan 30, 2018
MinuteTraq (IQM2) ID #: 11919
Department Requisition #: 1861-0001serv

Requesting Department: DuPage Care Center
Contact Email: clementine.nelson@dupageco.org
Vendor Name: Northwestern Medicine-Central DuPage Hospital

Department Contact: Clementine Nelson
Contact Phone: 630-784-4251
Vendor #: 10019

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase contract in the amount of $1,600.00 to cover services provided during contract period of June 1, 2016 through May 31, 2017.

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Strategic Impact

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Quality of Life

Once the patient has been seen at the Hospital and tests have been run and are completed, the hospital then determines if services are under consolidated billing. It is the responsibility of DuPage Care Center to pay for consolidated billing by Medicare. Once the hospital has deemed consolidated billing, DPCC is then billed for these services as well as other outside facilities, the invoices may take up to 9 months to receive, before DPCC is able to process.

Source Selection/Vetting Information - Describe method used to select source.

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Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

1200-2050-53070
### Required Vendor Ethics Disclosure Statement

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<table>
<thead>
<tr>
<th>Date Made</th>
<th>Amount/Value</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Donor</th>
<th>Recipient</th>
</tr>
</thead>
</table>

**Wyrostek**  
Program Director, Managed Care  

**Central DuPage Hospital**  
Company Contact: John Wyrostek  
Contact Phone: 630-933-5049  
Contact Email: john.wyroste@nm.org

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
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### NONE (check here) - If no contacts have been made

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<tr>
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<th>Email</th>
</tr>
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### Continuing disclosure is required, and I agree to update this disclosure form as follows:

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The full text for the county's ethics and procurement policies and ordinances are available at: [http://www.dupageco.org/CountyBoard/Policies/](http://www.dupageco.org/CountyBoard/Policies/)

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

- Signature on File: [Signature]
- Authorized Signature: [Signature]
- Printed Name: John Wyrostek
- Title: Program Director, Managed Care
- Date: April 13, 2017

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

**Effective September 21, 2016**

#### From: 1200

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td>53610</td>
<td></td>
<td>INSTRUCTION &amp; SCHOOLING</td>
<td>$2,520.00</td>
<td>33,860.01</td>
<td>31,340.01</td>
<td>2/13/18</td>
</tr>
</tbody>
</table>

**Total**: $2,520.00

#### To: 1200

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Available Balance</th>
<th>Date of Balance</th>
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<tbody>
<tr>
<td>2040</td>
<td>53010</td>
<td></td>
<td>ENGINEERING/ARCHITECTURAL SVC</td>
<td>$2,520.00</td>
<td>2,520.00</td>
<td>2/13/18</td>
</tr>
</tbody>
</table>

**Total**: $2,520.00

**Reason for Request:** To allow monies to be transferred to cover for final FY17 invoice for interior renovations

**Signature on File**

**Department Head**

**Chief Financial Officer**

**Date**: 2/18/18

---

**Finance Department Use Only**

**Fiscal Year**: 2017

**Budget Journal #**: [Redacted]

**Acctg Period**: [Redacted]

**Entered By/Date**: 2/20

**Released By/Date**: 2/27

**Posted By/Date**: [Redacted]

---

Packet Pg. 941
### DuPage County, Illinois

**BUDGET ADJUSTMENT**

**Effective September 21, 2016**

**From:**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Account</th>
<th>Title</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Balance</th>
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<tr>
<td>1550</td>
<td>50000</td>
<td>Regular Salaries</td>
<td>110,922.00</td>
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<td></td>
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**Total:** 110,922.00

**To:**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Account</th>
<th>Title</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1550</td>
<td>50010</td>
<td>Overtime</td>
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<td></td>
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<tr>
<td>1550</td>
<td>50050</td>
<td>Temporary Salaries</td>
<td>4,095.00</td>
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<tr>
<td>1550</td>
<td>52000</td>
<td>Furn/Mach/Equip Small Value</td>
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<td>1550</td>
<td>52320</td>
<td>Medical/Pharm Supplies</td>
<td>3,390.00</td>
<td></td>
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</tr>
<tr>
<td>1550</td>
<td>53070</td>
<td>Medical Services</td>
<td>23,725.00</td>
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<tr>
<td>1550</td>
<td>53370</td>
<td>Repair/Maintenance</td>
<td>114.00</td>
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<tr>
<td>1550</td>
<td>53410</td>
<td>Rental Machinery</td>
<td>736.00</td>
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<tr>
<td>1550</td>
<td>53610</td>
<td>Instruction &amp; Schooling</td>
<td>1,044.00</td>
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<tr>
<td>1550</td>
<td>53800</td>
<td>Printing</td>
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<td>53825-0001</td>
<td>CSBG Transportation</td>
<td>11,817.00</td>
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<td></td>
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<tr>
<td>1550</td>
<td>53825-0002</td>
<td>CSBG Education</td>
<td>1,107.00</td>
<td></td>
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<tr>
<td>1550</td>
<td>53825-0003</td>
<td>CSBG Childcare</td>
<td>8,721.00</td>
<td></td>
<td></td>
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<tr>
<td>1550</td>
<td>63830</td>
<td>Other Contractual Expense</td>
<td>53,655.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:** 8,721.00

**Reason for Request:**

FY17 ending balance.

Signature on file

Department Head

Signature on file

Chief Financial Officer

Approved - Finance Committee

Date 2-2-18

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

Finance Department Use Only

**Fiscal Year:** 2017
**Budget Journal #:**
**Acctg Period:**
**Entered By/Date:**
**Released By/Date:**
**Posted By/Date:**

HHS 2/20
FIN(2/27)
### Other Action Item

**17-18-265**

<table>
<thead>
<tr>
<th>Request Date:</th>
<th>2/9/2018</th>
<th>Account Code:</th>
<th>5000-1650</th>
</tr>
</thead>
</table>

**Purpose of Trip:** (explain fully the necessity of making the trip)

To attend the 2018 IACAA Annual Learning Conference

**Destination:** Springfield, IL

<table>
<thead>
<tr>
<th>Date of Departure:</th>
<th>5/6/2018</th>
<th>Date of Return Arrival:</th>
<th>5/8/2018</th>
</tr>
</thead>
</table>

(Please include a detailed explanation if different from official business dates)

---

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>$400.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>0</td>
</tr>
<tr>
<td>Lodging</td>
<td>$268.94</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous Expenses (parking, mileage, etc.)</td>
<td>$220.00</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$125.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$1,013.94</strong></td>
</tr>
</tbody>
</table>

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

---

DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest: _________________________________  
PAUL HINDS, COUNTY CLERK

---

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Elizabeth Chaplin, District 2  
**SECONDER:** Greg Hart, District 3  
**AYES:** Chaplin, Grant, Hart, Khouri, Larsen  
**ABSENT:** Sam Tornatore