1. CALL TO ORDER

10:15 AM meeting was called to order by Chair Greg Hart at 10:15 AM.

2. ROLL CALL

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

3. PUBLIC COMMENT

No public comments were received at this meeting.

4. CHAIRMAN'S REPORT - CHAIR HART

Chair Hart thanked the committee members for taking action last week at County Board to pass the resolution related to Sterigenics. Even though it was a County Board action, it impacts the Health and Human Services Committee in terms of our jurisdiction. Mr. Hart added he appreciates County Board taking this step and making their voices heard by putting the health and safety of the citizens foremost. Chair Hart expressed his appreciation to the DuPage County Health Department for their action and activity regarding Sterigenics, being the first organization on the ground to provide support to the state, local, and municipal responses, and for their continued efforts in this matter.

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Sep 4, 2018 10:15 AM

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

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

A. FI-R-0890-18 RESOLUTION -- Acceptance and Appropriation of the Illinois Home Weatherization Assistance Program State Grant FY19, Inter-Governmental Agreement No. 19-251028, Company 5000 - Accounting Unit 1490, $332,157.00

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

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

C. HHS-R-0878-18 RESOLUTION -- Authorization of Applications for Community Development Block Grant (CDBG) Funding for PY19

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

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING

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


Mary Keating, Director of Community Services, answered questions related to the length of the project for the DuPage Pads Roof Replacement, stating that Pads decided to put an addition to the Day Center after the new roof was approved. Pads requested to combine the two projects allowing them to complete both roofs at one
time. Delays were incurred due to previous construction foundation issues, soil testing, and the City of Wheaton permitting. The construction is now under way, with a December completion anticipated. Ms. Keating stated that Rik Alex, the Pads Project Construction Manager, attended the September 4 CDC Executive Committee meeting and gave a detailed explanation of the delays.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

B. HHS-R-0881-18 RESOLUTION -- Recommendation for Approval of a 2nd Modification, 2nd Time Extension of a Community Development Block Grant (CDBG) Agreement with DuPage Pads, Project CD17-12 - Client Service Center Building Addition - Extending the Project Completion Date Through March 31, 2019.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Amy L Grant, District 4
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore


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

8. **DUPAGE CARE CENTER - JANELLE CHADWICK**

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

1. **FM-R-0884-18 RESOLUTION** -- Authorization to submit a grant application to the Community Development Block Grant (CDBG) funding for the DuPage Care Center, for Phase II Electrical Work, replacement of medium and low voltage electrical distribution equipment and related construction, in the amount of $400,000.00.

Member Larsen noted that the item was approved at the Public Works Committee meeting prior to the Health and Human Services Committee meeting.

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2. **HHS-P-0242-18** Recommendation for the approval of a contract purchase order to Symbria Rehab, Inc., for the Community Wellness Partner for the Wellness and Outpatient Center at the DuPage Care Center, for the period October 1, 2018 through September 30, 2019, for a contract total not to exceed $65,000.00, per renewal option under Proposal P16-146-GV, second optional one year renewal.

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3. **HHS-P-0243-18** Recommendation for the approval of a contract purchase order to Symbria Rehab, Inc., for Physical, Occupational, Speech and Respiratory Therapy and Consulting Services for the DuPage Care Center, for the period November 1, 2018 through October 31, 2019, for a contract total not to exceed $1,300,000.00, per renewal option under Proposal P17-119-GV.
RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

B. DuPage Care Center  Requests for Parent Committee Final Approval

2018-223 Recommendations for the approval of a contract purchase order to Pulmonary Exchange, LTD dba PEL/VIP Medical Staffing, for the rental of respiratory care equipment for the DuPage Care Center, for the period October 22, 2018 through October 21, 2019, for a total contract not to exceed $21,000.00, per first optional renewal under quote Q17-209-GV.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

9. INFORMATIONAL ITEMS

Grant Proposal Notifications -- GPN & Report #042-18 Low Income Home Energy Assistance Program Energy Assistance - US Department of Health and Human Services-Grant #19-224028 through the Illinois Department of Commerce and Economic Opportunity - $1,398,103.00

RESULT: ACCEPTED AND PLACED ON FILE [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore

10. RESIDENCY WAIVERS - JANELL CHADWICK

11. COMMUNITY SERVICES UPDATE - MARY KEATING

Mary Keating stated the department is in the process of accepting Community Development Block Grant (CDBG) applications for the 2019 funding. The two items on the agenda related to the application allows one area of the department authorization to apply to another area of the department. Persons applying for CDBG funds are required to have a County Board resolution, regardless if from a nonprofit, municipality, or the county itself. The Community Development Commission (CDC) staff is providing technical assistance and answering questions through the October 4, 2018, application deadline.
Ms. Keating answered questions from the committee regarding the funding for the Aging Case Coordination Unit and the Weatherization Assistance Program State Grant.

12. **DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK**
Christine Kliebhan, Financial Analyst for the DuPage Care Center, stated the new Canon copiers were being delivered today. Ms. Kliebhan expressed her thanks to everyone for their participation in the Fall Festival on Saturday, September 15. The festival was a success with a huge turnout. Janelle Chadwick will provide more details at the next HHS committee meeting.

13. **OLD BUSINESS**
Referring to an issue several years ago where liquid ethylene was spilled into the environment, Member Chaplin recommended the County Board or the Health Department put some funding into testing the water quality in some of the individual residents’ wells in the Sterigenics’ neighborhoods.
Chairman Hart responded that there has been some testing among the Illinois EPA and municipalities but not sure what testing has been performed. Mr. Hart added it would be helpful to meet with Public Works to see what funds may be committed to testing the air and/or water quality before the HHS committee moves forward.

14. **NEW BUSINESS**

15. **ADJOURNMENT**
There being no further business, the meeting was adjourned at 10:30 AM.
1. CALL TO ORDER

10:15 AM meeting was called to order by Vice Chair Sam Tornatore at 10:15 AM.

2. ROLL CALL

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

3. PUBLIC COMMENT

No public comments were presented at this meeting.

4. CHAIRMAN'S REPORT - CHAIR HART

Vice Chair Sam Tornatore stated that he will be Acting Chair as Chair Greg Hart has a business conflict and is out of town.

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Aug 21, 2018 10:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

6. COMMUNITY SERVICES - MARY KEATING

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

A. FI-R-0395-18 RESOLUTION -- Acceptance And Appropriation of the HUD Homeless Management Information System Grant PY19 Agreement No. IL0306L5T141710, Company 5000 Accounting Unit 1480, $154,556
RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

B. HHS-P-0236-18 Recommendation for the approval of a contract purchase order to Pace Suburban Bus, to provide transportation services for approved DuPage County veterans. This contract covers the period of October 1, 2018 through September 30, 2019 through RIDE DU PAGE for DuPage County Human Services and Veterans Assistance Commission, for a contract total amount not to exceed $45,561.00, per Intergovernmental Agreement.

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

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING

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

HHS-R-0396-18 RESOLUTION -- Recommendation for Approval of a HOME Investment Partnerships Program (HOME) Agreement with DuPage Homeownership Center dba HOME DuPage, Project Number HM17-03 – DuPage Homestead Program - in the Amount of $107,514.00.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

8. DUPAGE CARE CENTER - JANELLE CHADWICK
DuPage Care Center  Requests That Also Require Finance And/Or County Board Approval

HHS-P-0237-18 Recommendation for the approval of a contract purchase order to Kronos, Incorporated, for Software Support Services and Knowledge Pass (educational services subscription) for the Kronos Automated Time and Attendance System for the DuPage Care Center, for the period September 28, 2018 through September 27, 2019, for a contract total not to exceed $28,187.44, per 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

9. TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL

Mary Keating, Director of Community Services, answered questions related to the travel for the mediation training, stating the training correlates to her budget presentation to create an Elder/Family Mediation Program within Community Services. As of July 1, 2018, the Adult Protective Services (APS) unit began handling self-neglect calls, resulting in a 25 percent increase in the caseload. Exploring resources within the department to assist the increased caseload in APS, Ms. Keating stated it is important to start utilizing the expertise of the Family Center to support the APS unit. Ms. Keating added that although it is unusual to request County funds for the department’s travel (95 percent of Community Services’ travel is grant funded), this is invaluable training for the Family Center management staff.

Ms. Keating concluded that in the spring of 2017, she prepared a comprehensive analysis of the Community Services travel covering a two-year period, indicating which travel was attached to certification and which to grants, and added explanations for the travels and submitted the report to County Board Member Jim Zay.

Items 9.A. through 9.E. were combined and approved.
RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

A. Authorization for Overnight Travel -- Community Development Administrator to attend the Illinois Association of Community Action Agencies (IACAA) Weatherization Roundtable, which will address implementation questions and identify best practices for the additional grant funding being added to the program. Training will be held in Springfield, Illinois from September 12, 2018 through September 13, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate total of $390.00. WEX grant funded 5000-1400.

B. Authorization for Overnight Travel -- Community Services Weatherization Program Assessor to attend a series of ten courses and exam to obtain a Weatherization Certification in Champaign, Illinois, various dates from September 10, 2018 through January 25, 2019. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for an approximate total not to exceed $6,742.00. WEX grant funded 5000-1400.

C. Authorization for Overnight Travel -- Community Development Coordinator to attend the Weatherization Roundtable. Expenses to include lodging, transportation, miscellaneous expenses (parking, mileage, etc.), for approximate total $384.50. WEX grant funded 5000-1400.

D. Authorization for Overnight Travel -- Family Center Administrator to attend the Elder Mediation Training in Milwaukee, Wisconsin, from October 23, 2018 through October 26, 2018. Expenses to include registration, lodging, miscellaneous expenses (parking, mileage, etc.), reference materials, and per diem for approximate total of $1,595.00. County general fund 1000-1750

E. Authorization for Overnight Travel -- Family Center Program Manager to attend the Elder Mediation Training in Milwaukee, Wisconsin, from October 23, 2018 through October 26, 2018. Expenses to include registration, lodging, reference materials, and per diem for approximate total of $1,345.00. County general fund 1000-1750

10. INFORMATIONAL ITEMS

Grant Proposal Notifications -- GPN & Report #043-18 - Aging Case Coordination Unit Fund PY19 - Community Services - $5,417,198
RESULT: ACCEPTED AND PLACED ON FILE [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

11. RESIDENCY WAIVERS - JANELLE CHADWICK
Out of County Residency Waiver

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Larsen, Tornatore
ABSENT: Hart, Khouri

12. COMMUNITY SERVICES UPDATE - MARY KEATING
Mary Keating supported her earlier claim regarding the 25% increase to the Adult Protective Services calls, stating in July, APS handled 56 calls for abuse and neglect, and 16 calls for self-neglect; in August there were 47 abuse & neglect calls and 14 self-neglect calls. Ms. Keating explained that self-neglect cases primarily involve hoarding, but may include unsafe conditions or individuals that can no longer take care of themselves properly.

Ms. Keating reminded the committee that the Community Development Commission and Home Advisory Group are meeting at 11:30 a.m. in room 3500B.

13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK
Janelle Chadwick, Administrator of the DuPage Care Center, stated the Illinois Department of Public Health (IDPH) visited the facility August 28 through September 1. The Centers for Medicare and Medicaid Services (CMS) changed the rules making the new survey process much more thorough and more interview related. Ms. Chadwick felt the Care Center was significantly more prepared for the survey this year over last.
Ms. Chadwick did have some concerns with the process of the IDHP survey and discussed the medication observation paths with the local director of IDHP. Ms. Chadwick also expressed her concerns that due to the size of the DuPage Care Center, and the percentage of the residents that were monitored, the calibration component did not accurately reflect the results. Ms. Chadwick was told the results were the average number of the concerns monitored and the Care Center actually performed very well.

14. HEALTH DEPARTMENT UPDATE - KAREN AYALA
Dennis Brennan from the DuPage County Health Department, stated the HOPE TaskForce has two projects kicking off in September. The first project is the Substance Abuse Treatment Navigation, which will launch on September 17. Additionally, the Specialty Court for first time offenders, which was Judge Guerin’s idea, will also be launched this month; the exact date was not available. The DuPage County Board contributed $50,000 towards each initiative.

The Health Department received a call on August 25 regarding Sterigenics, an industrial building in a residential area of Willowbrook, which sterilizes medical equipment used in surgery. The company is accused of emitting ethylene oxide into the environment above the amount allowed by the EPA. Although the Health Department has no authority, they coordinated the pertinent agencies, including the Center for Disease Control (CDC), the Illinois EPA, and the Illinois Department of Public Health. A report was issued and put on the Illinois EPA and the Village of Willowbrook websites. There were two bills introduced by State Senator Curran and State Representative Durkin to stop any company from operating if involved in the dispute.

Addressing the HOPE TaskForce, Member Grant stated she attended a Public Safety Town Hall meeting where questions were asked by educational professionals if anything is being done on education in the schools regarding the dangers of opioid use. Ms. Grant stated the County officials in attendance did not have adequate answers. Mr. Brennan replied that the Health Department has two initiatives concerning how to get the education piece into the schools but does not have a current contract with the Robert Crown Center, the leader in health education for students. Chris Walton, County Board staff, stated Robert Crown repackaged their curriculum, which had been too labor intensive, and presented to the TaskForce, a more modular system that allows teachers to pick and choose what compliments their current curriculum. The TaskForce currently is letting the schools determine their own best path; instead focusing their resources on recovery, treatment, and economic growth for individuals that are opioid dependent.

15. OLD BUSINESS

16. NEW BUSINESS

Member Chaplin asked the committee to support a countywide ban on the chemical, ethylene oxide. Discussion arose. Acting Chair Tornatore recommended they gather more information on the chemical, the cancers allegedly involved, and the proposed legislation by State Senator Curran and State Representative Durkin.

17. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:37 AM.
Resolution
FI-R-0890-18

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STATE GRANT FY19
INTER-GOVERNMENTAL AGREEMENT NO. 19-251028
COMPANY 5000 - ACCOUNTING UNIT 1490
$332,157

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of $332,157 (THREE HUNDRED THIRTY-TWO THOUSAND, ONE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 19-251028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the period of the grant agreement is from July 1, 2018 through September 30, 2019; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 19-251028 (Attachment II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $332,157 (THREE HUNDRED THIRTY-TWO THOUSAND, ONE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program State Grant FY19, Company 5000 - Accounting Unit 1490, for period July 1, 2018 through September 30, 2019; and

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

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and
Resolution
FI-R-0890-18

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

Enacted and approved this 25th day of September, 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: | Sam Tornatore, Vice Chair |
| AYES: | Chaplin, Grant, Hart, Khouri, Larsen, Tornatore |
ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STATE GRANT FY19
INTER-GOVERNMENTAL AGREEMENT NO. 19-251028
COMPANY 5000 – ACCOUNTING UNIT 1490

REVENUE

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TOTAL ADDITIONAL APPROPRIATION                    | $332,157|
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, 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)
- 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 $332,157.00 of which $0.00 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 N/A, the Federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018 Page 1 of 47
Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087. The State Award Identification Number is 87-9608.

1.4. **Term.** This Agreement shall be effective on **07/01/2018** and shall expire on **09/30/2019**, 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 A Keating
Printed Title: Executive 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**
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 Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $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; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements 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 Part 7000.

“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 Part 7000.

“Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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 Part 7000.

“Consolidated Year-End 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 Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code Part 7000. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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 Part 7000.

“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 Part 7000.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“OMB” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“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 Part 7000.

“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 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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. Return of Grant Funds. 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. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

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. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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 be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

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

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought before the State of Illinois

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under the Illinois 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 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, PART THREE or Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. **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 by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 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 6.3.

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) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

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

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

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

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

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

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate.

State of Illinois

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Rate, up to any statutory, rule-based or programmatic limit.

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. 2 CFR 200.303.
(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

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

7.7. **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 State of Illinois

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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 2 CFR 200.205(a), 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 State of Illinois

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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 Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** 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 (as amended) (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).
ARTICLE XI
LOBBYING

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

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

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 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(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. Consolidated Year-End Financial Reports.

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

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee’s fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee’s tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End 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. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

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. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. 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 Grantee’s 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 $300,000 or more 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). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than $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 Grantee’s 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 or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). 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. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018 Page 17 of 47

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above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018 Page 18 of 47
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. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
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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 or in part 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 shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV**

**INSURANCE**

State of Illinois

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

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

**ARTICLE XXV**

**LAWSUITS**

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

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

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

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

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

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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 statutes cited in the Program Objective below.

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

Through the Illinois Home Weatherization Assistance Program ("IHWAP"), Grantor will assist low-income residents conserve fuel and defray rising costs of energy. Grantee will weatherize homes in an effective and efficient manner that will utilize the available Grant Funds.

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

Program Objective

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy as prescribed in Exhibits A and B. Such grants must be administered in accordance with the Energy Assistance Act (305 ILCS 20), the Illinois Administrative Rules (47 Ill Adm. Code 100) and any other Weatherization requirements as required by the Grantor. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A).

Accordingly, Grantor shall distribute/pay the total amount of the Grant Funds to the Grantee in compliance with the Budget (Attachment A).
EXHIBIT B

DELIVERABLES OR MILESTONES

Grantee will complete the following tasks, including but not limited to:

1. Conducting outreach to recruit eligible clients;

2. Reviewing and completing applications;

3. Performing home assessments;

4. Hiring contractors to perform health and safety & energy conservation measures;

5. Performing final inspections to ensure compliance with weatherization requirements/standards and closing weatherization jobs; and

6. Completing all billing/reporting paperwork.
EXHIBIT C

PAYMENT

Grantee shall receive $332,157.00 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 Project Description (Exhibit A) and Deliverables or Milestones (Exhibit B). 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.
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.

GRANTOR CONTACT

Name: Janet Hawes-Davis
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-558-2853
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Janet.Hawes-Davis@illinois.gov

GRANTEE CONTACT

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

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:
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Kenneth Allen
Email: Kenneth.Allen@illinois.gov
Phone: 217-785-6435
Fax#: N/A
Address: 500 E Monroe St
Springfield, IL 62701
EXHIBIT E

PERFORMANCE MEASURES

See Exhibits A & B.
EXHIBIT F

PERFORMANCE STANDARDS

Reimbursement will only be provided for allowable expenditures that can be sufficiently documented.
EXHIBIT G

SPECIFIC CONDITIONS

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

See Attachment B. Exhibit G Continued.
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 unless Grantor directs otherwise:

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.

29.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article XII, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep State of Illinois

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confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee’s response to the audit or inquiry. This confidentiality requirement shall not limit Grantee’s right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXX**

**ADDITIONAL INTEREST PROVISIONS**

30.1. **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;

State of Illinois

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(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:
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 2605) and/or any other applicable hearing rules shall govern these proceedings.

33.4. Grantee Responsibility. Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 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 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 or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve (12) month period to address the domestic violence, pursuant to the Victims’ Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims’ Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims’ Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.

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

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

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

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

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

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

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

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it shall promptly, at its own expense (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail and by mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

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

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

ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

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

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

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

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

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

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

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

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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.

**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

**April 2019**

- Quarterly Periodic Financial Report (04/30/2019) - Covering Period of 01/01/2019 - 03/31/2019; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2019) - Covering Period of 01/01/2019 - 03/31/2019; Send To: Grant Manager

**July 2019**

- Quarterly Periodic Financial Report (07/30/2019) - Covering Period of 04/01/2019 - 06/30/2019; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2019) - Covering Period of 04/01/2019 - 06/30/2019; Send To: Grant Manager

**October 2019**

- Quarterly Periodic Financial Report (10/30/2019) - Covering Period of 07/01/2019 - 09/30/2019; Send To: Grant Manager
• Quarterly Periodic Performance Report (10/30/2019) - Covering Period of 07/01/2019 - 09/30/2019; Send To: Grant Manager

December 2019

• End of grant Closeout Financial Report (12/02/2019) - Covering Period of 07/01/2018 - 09/30/2019; Send To: Grant Manager
• End of grant Closeout Performance Report (12/02/2019) - Covering Period of 07/01/2018 - 09/30/2019; 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.

This Agreement is issued contingent upon the Grantee’s successful completion of the 2018 Illinois Home Weatherization Assistance Program (“IHWAP”). Failure of the Grantee to comply with the terms and conditions of the 2018 IHWAP Grant Agreement may result in termination of this Agreement.

Federal Grant Requirements
In addition to Paragraph 7.9, this Award is subject to applicable sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, (the “Uniform Requirements”), as designated by the Department. For the avoidance of doubt and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.


Administrative Costs
Pursuant to Article VII, Grantee shall receive reimbursement for Allowable Costs under the Administration and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for Administration and Program Support funds respectively.
Under no condition is Grantee permitted to allocate funds for the Equipment/Vehicle cost category without prior written approval from Grantor.

Grantee shall receive reimbursement for Allowable Costs under the Program Support cost category at a ratio of 35% of the Allowable Costs in the Materials/Labor and Health and Safety sub-line items of the Client Assistance cost category. Notwithstanding the foregoing, if Grantee operates a weatherization crew, Grantee shall receive reimbursement for Allowable Costs as set forth herein at an increased ratio of 45%.

Additional Reporting Requirements

In addition to the reporting requirements set forth in Paragraphs 13.1, 14.1 and 40.3, as applicable, Grantee must provide the following reports to Grantor:

A. A certified cost report submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.
B. Programmatic reports as required by Grantor.

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 under this Agreement in accordance with the financial management standards set forth in Paragraph 7.8.

Costs allocated to this Award must conform to the HHS cost principles set forth in the Uniform Requirements. Further, costs charged under this Agreement cannot exceed the total amount of this Award.

Additional Audit Requirements

In addition to the audit requirements in Article XV, Grantor reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee’s agency-wide financial statements. Grantor 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.

Non-Expendable Personal Property

Grantee must not purchase non-expendable personal property, including but not limited to, federally-owned and exempt property, equipment and supplies (collectively referred to as "Non-Expendable Personal Property") costing $5,000 or more without Grantor’s prior approval.
In addition to Article XXII, the Grantee agrees to comply with the applicable property standards set forth in 2 C.F.R. §§200.316–75.323, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under 2C.F.R. §§200.319 – 75.321, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior Grant Agreements.

The Grantee may hold title in its name to all Non-Expendable Personal Property purchased with Grant Funds for operation of the Program subject to the following: It is understood and agreed to by the Grantee that all Non-Expendable Personal Property purchased by the Grantee with Grant Funds or received from the Grantor shall not be the property of the Grantee but must instead be held by 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 Non-Expendable Personal Property without the prior written approval of Grantor.

In accordance with 2 C.F.R. §§200.320–200.321, Non-expendable Personal Property must be used for IHWAP purposes, as required under this Agreement, for as long as needed. While being used on the Program under this Award, Non-Expendable Personal Property may be made available for “shared use” with other activities, provided that such use will not interfere with its primary use for the original purposes of IHWAP prescribed under this Award. When no longer needed for the Program, equipment may be used for other projects subject to Grantor’s written approval.

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

**Procurement**


**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 performing duties/services related to this Agreement in accordance with 2 C.F.R. 200.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity’s non-federally-funded activities and in accordance with non-Federal entity’s written travel reimbursement policies. Notwithstanding the provisions of 2 C.F.R. 200.444, 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.

Grantee must retain receipts on file as source documentation in accordance with Paragraph 7.8(b) 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 C.F.R. 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 Grantor for review and approval prior to incurring any travel costs.
Publication, Reproduction and Use of Material

In addition to Article XXIII, 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. Grantor shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

Debarment

In addition to Grantee’s certification in Article 8.1(k), Grantee must additionally certify that all current and prospective employees, contractors and sub-contractors 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

Pursuant to 2 C.F.R. §200.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

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

Real Property Expenditures Prohibited

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

Additional Budget Modifications

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

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

In accordance with Article VI, Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 C.F.R. §200.308, subject to the following:

- **Client Assistance (Materials/Labor and Health and Safety) and Special Program Grant Funds:** Pursuant to Paragraph 6.4, Grantor hereby approves a variance up to 25% for the Materials/Labor and Health and Safety sub-line items in the Client Assistance cost category and, if applicable, Special Program cost category of the Budget under this Award. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.

- **Program Support Grant Funds:** Pursuant to Paragraph 6.4, Grantor hereby approves a variance up to 25% for each of the 100 series sub-line items in the Program Support cost category of the Budget.
under this Award; provided, however, the cumulative allocation of Grant Funds for Program Support (total sum of each sub-line item) may not result in an increase to the total Budget (as originally approved by Grantor at application) without prior Grantor written approval. For the avoidance of doubt, Grantee may decrease the allocation of Grant Funds in the Program Support cost category without seeking Grantor approval.

- **Administrative Grant Funds:** Grantee is required to obtain prior Grantor written approval for any increase in allocation of Grant Funds to the Administrative cost category in the Budget under this Award. For the avoidance of doubt, Grantee may decrease the allocation of Grant Funds in this cost category without seeking Grantor approval.

**Fraud, Abuse or Misconduct**

Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any IHWAP service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-recipients, Grantor employees or Grantor sub-recipients. 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-recipients. Nothing in this paragraph precludes the Grantee or sub-recipients 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.
## State of Illinois

**UNIFORM GRANT BUDGET TEMPLATE**

<table>
<thead>
<tr>
<th>Agency:</th>
<th>Illinois Department of Commerce and Economic Opportunity</th>
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</thead>
<tbody>
<tr>
<td>Grantee:</td>
<td>DuPage County</td>
</tr>
<tr>
<td>NOFO Number:</td>
<td>18-251028</td>
</tr>
<tr>
<td>CSFA Description:</td>
<td>135836026</td>
</tr>
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<td>DUNS Number:</td>
<td>135836026</td>
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<tr>
<td>State FY:</td>
<td>2019</td>
</tr>
<tr>
<td>Grant Number:</td>
<td>19-251028</td>
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</tbody>
</table>

### Section A: State of Illinois Funds

#### Summary

**State of Illinois Grant Amount Requested**

$332,157.00

#### Detail

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<thead>
<tr>
<th>Revenues</th>
<th>Budget Expenditure Categories</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1. Personnel (200.430)</td>
</tr>
<tr>
<td></td>
<td>0101 PERSONNEL SALARIES AND WAGES</td>
</tr>
<tr>
<td></td>
<td>2. Fringe Benefits (200.431)</td>
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<tr>
<td></td>
<td>0102 FRINGE BENEFITS</td>
</tr>
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<td></td>
<td>3. Travel (200.474)</td>
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<td></td>
<td>4. Equipment (200.439)</td>
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<td></td>
<td>5. Supplies (200.94)</td>
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<tr>
<td></td>
<td>0105 SUPPLIES (PC'S AND LAPTOPS)</td>
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<tr>
<td></td>
<td>6. Contractual/Subawards (200.318 and .92)</td>
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<td></td>
<td>0106 CONTRACTUAL AND SUBAWARDS</td>
</tr>
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<td></td>
<td>7. Consultant (200.459)</td>
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<td></td>
<td>8. Construction</td>
</tr>
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<td></td>
<td>9. Occupancy (200.465)</td>
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<td></td>
<td>10. Research and Development (200.87)</td>
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<td></td>
<td>11. Telecommunications</td>
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<td></td>
<td>0111 TELECOMMUNICATIONS</td>
</tr>
<tr>
<td></td>
<td>12. Training and Education (200.472)</td>
</tr>
<tr>
<td></td>
<td>13. Direct Administrative Costs (200.413)</td>
</tr>
<tr>
<td></td>
<td>0301 DIRECT ADMINISTRATIVE COSTS</td>
</tr>
<tr>
<td></td>
<td>14. Miscellaneous Costs</td>
</tr>
<tr>
<td></td>
<td>0114 MISCELLANEOUS</td>
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<tr>
<td></td>
<td>15. Grant Exclusive Line Item(s)</td>
</tr>
<tr>
<td></td>
<td>0201 MATERIALS AND LABOR</td>
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<tr>
<td></td>
<td>0202 HEALTH AND SAFTEY</td>
</tr>
<tr>
<td></td>
<td>16. Total Direct Costs (add lines 1-15)</td>
</tr>
<tr>
<td></td>
<td>17. Total Indirect Costs (200.414)</td>
</tr>
<tr>
<td></td>
<td>Rate: %</td>
</tr>
<tr>
<td></td>
<td>Base:</td>
</tr>
<tr>
<td></td>
<td>18. Total Costs State Grant Funds (Lines 16 and 17)</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 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 CRF 200.414 (C)(4)(f) and 200.68.

4) □ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

   □ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

   □ complies with other statutory policies.

5) □ No reimbursement of Indirect Cost is being requested.

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>

Indirect Cost Rate: % The Distribution Base Is:

Rate: %
Grantee: DuPage County

Institution/Organization: ____________________________
Signature: ____________________________
Printed Name: ____________________________
Title: ____________________________
Phone: ____________________________
Date: ____________________________

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.
### SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

<table>
<thead>
<tr>
<th>The nature of the additional requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GATA Conditions:</strong></td>
</tr>
<tr>
<td><strong>06 - Audit (2 CFR 200.500)</strong></td>
</tr>
<tr>
<td>Requires desk review of the status of implementation of corrective actions;</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency Adjustments / Explanation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
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</table>

<table>
<thead>
<tr>
<th>The reason why the additional requirements are being imposed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GATA Conditions:</strong></td>
</tr>
<tr>
<td><strong>06 - Audit (2 CFR 200.500)</strong></td>
</tr>
<tr>
<td>Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency Adjustments / Explanation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>The nature of the action needed to remove the additional requirement, if applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GATA Conditions:</strong></td>
</tr>
<tr>
<td><strong>06 - Audit (2 CFR 200.500)</strong></td>
</tr>
<tr>
<td>Completion of corrective action plan implementation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency Adjustments / Explanation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>The time allowed for completing the actions, if applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GATA Conditions:</strong></td>
</tr>
<tr>
<td><strong>06 - Audit (2 CFR 200.500)</strong></td>
</tr>
<tr>
<td>When corrective action is complete.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency Adjustments / Explanation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The method for requesting reconsideration of the additional requirements imposed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GATA Conditions:</strong></td>
</tr>
<tr>
<td><strong>06 - Audit (2 CFR 200.500)</strong></td>
</tr>
<tr>
<td>When corrective action is complete.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency Explanation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your assigned OCA Fiscal Monitor will review your ICQ responses and any associated risks during the next fiscal monitoring visit. No further action required at this time.</td>
</tr>
</tbody>
</table>
## SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC

**The nature of the additional requirements**

**Agency Adjustments / Explanation:**

NO PROGRAMMATIC CONDITIONS

**The reason why the additional requirements are being imposed**

**Agency Adjustments / Explanation:**

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

**Agency Adjustments / Explanation:**

**The time allowed for completing the actions, if applicable**

**Agency Adjustments / Explanation:**

**The method for requesting reconsideration of the additional requirements imposed**

**Agency Explanation:**

Your assigned OCA Weatherization Monitor will review your PRAQ responses and any associated risks during the next Weatherization program monitoring visit. No further action required at this time.
Resolution
FI-R-0879-18

ACCEPTANCE AND APPROPRIATION OF ADDITIONAL FUNDING
FOR THE AGING CASE COORDINATION UNIT FUND PY18
COMPANY 5000 - ACCOUNTING UNITS 1660 AND 1720
$117,277

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage heretofore accepted and appropriated the Aging Case Coordination Unit Fund PY18, Company 5000 Accounting Units 1660 and 1720 pursuant to Resolution FI-R-0395-17 for the period October 1, 2017 through September 30, 2018; and

WHEREAS, the County of DuPage has been notified by Northeastern Illinois Area Agency on Aging that additional grant funds in the amount of $117,277 (ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED SEVENTY-SEVEN AND NO/100) are available to be used to operate the DuPage County Case Coordination Unit program; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional funding in the amount of $117,277 (ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED SEVENTY-SEVEN AND NO/100) be and is hereby accepted; and

BE IT FURTHER RESOLVED that the additional appropriation on the attached sheets (Attachment I and II) in the amount of $117,277 (ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED SEVENTY-SEVEN AND NO/100) be made and added to the Aging Case Coordination Unit Fund PY18, Company 5000 - Accounting Units 1660 and 1720 and that the program continue as originally approved in all other respects; and

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

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

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

Enacted and approved this 25th day of September, 2018 at Wheaton, Illinois.
Resolution
FI-R-0879-18

_________________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________

PAUL HINDS, COUNTY CLERK

| RESULT:   | APPROVED [UNANIMOUS] |
| MOVER:   | Elizabeth Chaplin, District 2 |
| SECONDER: | Robert L Larsen, District 6 |
| AYES:     | Chaplin, Grant, Hart, Khouri, Larsen, Tornatore |
### ADDITIONAL APPROPRIATION FOR THE  
THE CASE COORDINATION UNIT FUND PY18  
COMPANY 5000 ACCOUNTING UNIT 1660  
$100,426

#### REVENUE

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>41000-0002</td>
<td>Federal Operating Grant – HHS</td>
<td>$100,426</td>
</tr>
</tbody>
</table>

**TOTAL ANTICIPATED REVENUE** $100,426

#### EXPENDITURES

**PERSONNEL**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>50000</td>
<td>Regular Salaries</td>
<td>$18,513</td>
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<tr>
<td>51010</td>
<td>Employer Share I.M.R.F.</td>
<td>24,113</td>
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**TOTAL PERSONNEL** $42,626

**COMMODITIES**

<table>
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<th>Code</th>
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<tr>
<td>52000</td>
<td>Furniture/Machinery/Equipment-Small Value</td>
<td>20,550</td>
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<tr>
<td>52100</td>
<td>I.T. Equipment-Small Value</td>
<td>15,231</td>
</tr>
<tr>
<td>52200</td>
<td>Operating Supplies/Materials</td>
<td>112</td>
</tr>
<tr>
<td>52220</td>
<td>Wearing Apparel</td>
<td>4,985</td>
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**TOTAL CONTRACTUAL** $40,878

**CONTRACTUAL**

<table>
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<tr>
<th>Code</th>
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<tr>
<td>53815-0002</td>
<td>CCU Gap-filling</td>
<td>$15,448</td>
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<tr>
<td>53827</td>
<td>Para Transit Program Expense</td>
<td>2,067</td>
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</table>

**TOTAL CONTRACTUAL** $17,515

**TOTAL ADDITIONAL APPROPRIATION** $100,426
## ADDITIONAL APPROPRIATION TO ESTABLISH
## THE CASE COORDINATION UNIT FUND PY18
## COMPANY 5000 ACCOUNTING UNIT 1720
## $16,851

### REVENUE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>41400-0000 State Operating Grant</td>
<td>$16,851</td>
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<td><strong>TOTAL ANTICIPATED REVENUE</strong></td>
<td><strong>$16,851</strong></td>
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### EXPENDITURES

#### PERSONNEL

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>50000 Regular Salaries</td>
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<td><strong>TOTAL PERSONNEL</strong></td>
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#### COMMODITIES

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>52100 I.T. Equipment – Small Value</td>
<td>$7,188</td>
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<tr>
<td>52270 Maintenance Supplies</td>
<td>1,491</td>
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<td><strong>TOTAL COMMODITIES</strong></td>
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#### CONTRACTUAL

<table>
<thead>
<tr>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>53600 Dues &amp; Memberships</td>
<td>$    50</td>
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<tr>
<td>53834 Statutory &amp; Fiscal Charges</td>
<td>5</td>
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<tr>
<td>53833 CCU-Early Intervention Services</td>
<td>1,105</td>
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<td>53834 CCU-Flexible Community Services</td>
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<td><strong>TOTAL CONTRACTUAL</strong></td>
<td><strong>$  5,590</strong></td>
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**TOTAL ADDITIONAL APPROPRIATION**  $16,851
Resolution
HHS-R-0878-18

AUTHORIZATION OF APPLICATIONS FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR PY19

(Under the administrative direction of
the Department of Community Services)

WHEREAS, the County Board of DuPage County, Illinois entered in an Agreement with Municipalities lying within DuPage County, on February 18, 1975 by Resolution IR-131-75, to create the DuPage Community Development Commission to administer Federal Grants under Public Law 93-383; and

WHEREAS, under said Law, the County of DuPage is entitled to a PY 2019 Community Development Block Grant (CDBG) of approximately $3,900,000 under the Housing and Community Development Act of 1974; and

WHEREAS, the DuPage County Department of Community Services will receive $190,000 in CDBG funding to support housing related services in the Housing Supports and Self-Sufficiency Unit; and

WHEREAS, the DuPage County Department of Community Services, is developing an application for Emergency Shelter Grant Funds (of which it will expend approximately $15,000) for emergency rental and utility assistance to rehouse literally homeless persons and to prevent homelessness.

NOW, THEREFORE, BE IT RESOLVED that the County Board of DuPage County authorizes said application to be submitted by the DuPage County Department of Community Services, and

BE IT FURTHER RESOLVED that the Director of Community Services be and is hereby authorized and directed to submit said applications to the DuPage Community Development Commission, together with such additional or revised information, data and reports as may be required.

BE IT FUTHER RESOLVED that the County Clerk be directed to send a certified copy of this Resolution to the Community Services Department.

Enacted and approved this 25th day of September, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Tonia Khouri, District 5</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Elizabeth Chaplin, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Chaplin, Grant, Hart, Khouri, Larsen, Tornatore</td>
</tr>
</tbody>
</table>
WHEREAS, DuPage County has participated in the Housing and Community Development Program since 1975; and

WHEREAS, DuPage P.A.D.S., Inc. has made application to DuPage County for a portion of County’s CDBG; and

WHEREAS, the County Board approved this project on February 10, 2015, as part of the 2015 Action Plan of the 2015-2019 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program under Resolution DC-R-0094015; and

WHEREAS, the Plan provided for a grant to DUPAGE P.A.D.S., INC. (SUBGRANTEE) in the amount of $13,209.00 for project CD15-12, Client Service Center Roof Replacement, for the purpose of removing the existing deteriorating roof and replacing it with a new roof at the Client Service Center located at 703 W. Liberty Drive, Wheaton, Illinois.

WHEREAS, on April 25, 2015, the County entered into an Agreement with SUBGRANTEE to implement this project (hereinafter, together with any previous modifications thereto, called “Agreement”); and

WHEREAS, SUBGRANTEE has requested Modification Five to grant an additional time extension to finish said project with an expiration date of March 31, 2019 and said Modification request was approved by the DuPage Community Development Executive Committee on September 4, 2018 and the County Health & Human Services Committee on September 18, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Modification Five to Agreement between DuPage County and SUBGRANTEE attached hereto and herein 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 Modification 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 CD15-12 so long as such amendments further the completion of said project 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. Carol Simler, President/Chief Executive Officer of DuPage P.A.D.S., Inc., 601 W. Liberty Drive, Wheaton, IL 60187 and the DuPage Community Development Commission.

Enacted and approved this 25th day of September, 2018 at Wheaton, Illinois.
Resolution

HHS-R-0880-18

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ____________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]

MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
To: Gregory Hart, Chairman and Committee Members
   Health and Human Services Committee

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

Date: September 5, 2018


Background: This item was approved by the CDC Executive Committee on September 4, 2018.

On February 10, 2015, the County Board approved CD15-12 as part of the 2015 Action Plan of the 2015-2019 DuPage County Consolidated Plan. At PADS’s request, the project budget was revised and increased to $31,209 on March 8, 2016 to fully fund the project scope – i.e. removal of existing roof and replacement with a new roof at the Client Service Center located at 703 W. Liberty Drive, Wheaton, IL 60187.

While CDBG funds were being anticipated for the roof replacement, PADS applied for additional funding to expand the Client Service Center building so that appropriate space could be provided for facilitated group support sessions. On March 28, 2017, the County Board approved $288,957 in CDBG funds for the addition to the building, identified as project CD17-12 as part of the 2017 Action Plan.

As the County anticipated its HUD 2017 allocation of CDBG funds, PADS combined these two CDBG projects to maximize efficiency of funds, labor, and the least disruption of client programs. Delays including changing of building addition to include a basement and not receiving HUD funds until October 2017 affected the project start. Because the projects were approved under different Action Plan years, the expiration date of CD15-12 was approved to September 30, 2018 to coincide with the CD17-12 expiration date.

As detailed in the accompanying letter, PADS requests a time extension to March 31, 2019 for project completion. An updated construction completion timeline is also provided.

Recommendation: The CDC recommends approval of CD15-12 Client Service Center Roof Replacement, 5th Modification, 4th Time Extension to March 31, 2019. The CDC also recommends approval of CD17-12 Client Service Center Building Addition, 2nd Modification, 2nd Time Extension to March 31, 2019.

If you have any questions regarding the above recommendation, please contact me at 630-407-6457. Thank you.
August 6, 2018

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

Dear Ms. Keating,

We received a CDBG grant award for the Client Service Center (703 building) for the roof project #CD15-12 dated February 10, 2015 and received a funding increase to $31,209 on March 8, 2016.

When we considered adding an addition to the Client Service Center, we realized we should delay replacing the roof (as it was not yet leaking) until the building addition was complete to ensure we had a roof of consistent integrity and appearance. We then requested an extension on the CD15-12 grant which was approved.

As the Client Service Center had required a special use permit from the City of Wheaton, we met with city staff and determined we would have to repeat that process to obtain a special use permit for a possible addition to the building. That required surveys, sketches of the building, meetings with the city staff and ultimately a presentation at a Public Hearing and the Planning and Zoning commission. This process alone took three months.

Concurrently, DuPagePADS submitted a grant request for the anticipated addition and received County Board approval for a CDBG award in the amount of $288,957. However, the funds were not available until October 24, 2017. Consequently, that affected the timing of retaining a civil engineer and architect for matching funds.

Although the addition is rather small, only approximately 1,000 sf, the project itself is complex as it is controlled by the existing building parameters, the fact that we must add additional storm water detention under the existing parking lot and have unsuitable material in the ground located where the addition is to be built. We had initially anticipated a single-story building on a concrete slab foundation. However, since we are required to excavate approximately 5-6 feet of unsuitable material, we had to go back and modify our plans to accommodate a basement. The combination of those issues required us to extend our design time line.

Thereafter, as the plans were being reviewed by the Wheaton Building Department, additional requirements and information were requested that weren’t anticipated, i.e. response to the Illinois Construction Code added more time. We used the County provided contractor list for MBE & WBE and emailed appropriate contractors from that list and received one response from Austin Homes. We did more bid outreach through ads with Dodge, BidOcean, and the Daily Herald and currently have four interested general contractors who will be sent bid documents.
At this time, we believe the following construction schedule can be projected:

August - Bidding activity
September 2018 – Contract award and construction start
October 2018 – Foundation completed
November 2018 – Exterior of building complete, under roof
December 2018 – Interior finishes

January 2019 – Construction completed.

We respectfully request the six month time extension from September 30, 2018 to March 31, 2019.

Sincerely,

Carol Simler, President and CEO
DuPage Pads
MODIFICATION FIVE TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT CD15-12
TIME EXTENSION FOUR

THIS FIFTH MODIFICATION TO AGREEMENT is entered into this 25th day of September 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and DUPAGE P.A.D.S., Inc., an Illinois not-for-profit corporation, having a principal place of business at 601 W. Liberty, Wheaton, IL 60187 (hereinafter called “SUBGRANTEE”). The purpose of this MODIFICATION FIVE is to modify an existing agreement between the above parties known as Community Development Commission Agreement CD15-12, which was adopted by Resolution CD-R-0094-15 on February 10, 2015, to grant funding in the amount of Thirty-One Thousand Two Hundred Nine and 00/100 DOLLARS ($31,209.00) for the purpose of roof replacement: (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 CD15-12 Agreement is hereby extended to March 31, 2019 with no gap in funding timeframe.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect with no gaps in time.
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

SUBGRANTEE: DuPage PADS, Inc., a not-for-profit corporation in the State of Illinois
             601 W. Liberty, Wheaton, IL 60187

BY: _____________________________________
    Signature
    Printed Name: Carol Simler
    Title: President and CEO

ATTEST: _____________________________________
    Signature
    Printed Name: _________________________
    Title: ______________________________
Resolution
HHS-R-0881-18

MODIFICATION TWO TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN DUPAGE COUNTY AND DUPAGE P.A.D.S., INC. PROJECT CD17-12

WHEREAS, DuPage County has participated in the Housing and Community Development Program since 1975; and

WHEREAS, DuPage P.A.D.S., Inc. has made application to DuPage County for a portion of County’s CDBG; and

WHEREAS, the County Board approved this project on March 28, 2017, as part of the 2017 Action Plan of the 2015-2019 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program under Resolution HHS-R-0184-17; and

WHEREAS, the Plan provided for a grant to DUPAGE P.A.D.S., INC. (SUBGRANTEE) in the amount of $288,957 for project CD17-12, Client Service Center Building Addition, for the purpose of constructing a building addition to the Client Services Center located at 703 W. Liberty Drive, Wheaton, Illinois.

WHEREAS, on October 24, 2018, the County entered into an Agreement with SUBGRANTEE to implement this project (hereinafter, together with any previous modifications thereto, called “Agreement”); and

WHEREAS, SUBGRANTEE has requested Modification Two to grant an additional time extension to finish said project with an expiration date of March 31, 2019 and said Modification request was approved by the DuPage Community Development Executive Committee on September 4, 2018 and the County Health & Human Services Committee on September 18, 2018.

NOW THEREFORE BE IT RESOLVED by the County Board that said Modification Two to Agreement between DuPage County and SUBGRANTEE attached hereto and herein 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 Modification 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 CD17-12 so long as such amendments further the completion of said project 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. Carol Simler, President/Chief Executive Officer of DuPage P.A.D.S., Inc., 601 W. Liberty Drive, Wheaton, IL 60187 and the DuPage Community Development Commission.

Enacted and approved this 25th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Amy L Grant, District 4
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
To: Gregory Hart, Chairman and Committee Members  
Health and Human Services Committee

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

Date: September 5, 2018


Background: This item was approved by the CDC Executive Committee on September 4, 2018.

On February 10, 2015, the County Board approved CD15-12 as part of the 2015 Action Plan of the 2015-2019 DuPage County Consolidated Plan. At PADS’s request, the project budget was revised and increased to $31,209 on March 8, 2016 to fully fund the project scope – i.e. removal of existing roof and replacement with a new roof at the Client Service Center located at 703 W. Liberty Drive, Wheaton, IL 60187.

While CDBG funds were being anticipated for the roof replacement, PADS applied for additional funding to expand the Client Service Center building so that appropriate space could be provided for facilitated group support sessions. On March 28, 2017, the County Board approved $288,957 in CDBG funds for the addition to the building, identified as project CD17-12 as part of the 2017 Action Plan.

As the County anticipated its HUD 2017 allocation of CDBG funds, PADS combined these two CDBG projects to maximize efficiency of funds, labor, and the least disruption of client programs. Delays including changing of building addition to include a basement and not receiving HUD funds until October 2017 affected the project start. Because the projects were approved under different Action Plan years, the expiration date of CD15-12 was approved to September 30, 2018 to coincide with the CD17-12 expiration date.

As detailed in the accompanying letter, PADS requests a time extension to March 31, 2019 for project completion. An updated construction completion timeline is also provided.

Recommendation: The CDC recommends approval of CD15-12 Client Service Center Roof Replacement, 5th Modification, 4th Time Extension to March 31, 2019. The CDC also recommends approval of CD17-12 Client Service Center Building Addition, 2nd Modification, 2nd Time Extension to March 31, 2019.

If you have any questions regarding the above recommendation, please contact me at 630-407-6457. Thank you.
August 6, 2018

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

Dear Ms. Keating,

We received a CDBG grant award for the Client Service Center (703 building) for the roof project #CD15-12 dated February 10, 2015 and received a funding increase to $31,209 on March 8, 2016.

When we considered adding an addition to the Client Service Center, we realized we should delay replacing the roof (as it was not yet leaking) until the building addition was complete to ensure we had a roof of consistent integrity and appearance. We then requested an extension on the CD15-12 grant which was approved.

As the Client Service Center had required a special use permit from the City of Wheaton, we met with city staff and determined we would have to repeat that process to obtain a special use permit for a possible addition to the building. That required surveys, sketches of the building, meetings with the city staff and ultimately a presentation at a Public Hearing and the Planning and Zoning commission. This process alone took three months.

Concurrently, DuPagePADS submitted a grant request for the anticipated addition and received County Board approval for a CDBG award in the amount of $288,957. However, the funds were not available until October 24, 2017. Consequently, that affected the timing of retaining a civil engineer and architect for matching funds.

Although the addition is rather small, only approximately 1,000 sf, the project itself is complex as it is controlled by the existing building parameters, the fact that we must add additional storm water detention under the existing parking lot and have unsuitable material in the ground located where the addition is to be built. We had initially anticipated a single-story building on a concrete slab foundation. However, since we are required to excavate approximately 5-6 feet of unsuitable material, we had to go back and modify our plans to accommodate a basement. The combination of those issues required us to extend our design time line.

Thereafter, as the plans were being reviewed by the Wheaton Building Department, additional requirements and information were requested that weren’t anticipated, i.e., response to the Illinois Construction Code added more time. We used the County provided contractor list for MBE & WBE and emailed appropriate contractors from that list and received one response from Austin Homes. We did more bid outreach through ads with Dodge, BidOcean, and the Daily Herald and currently have four interested general contractors who will be sent bid documents.

When someone believes in you, every
At this time, we believe the following construction schedule can be projected:

August - Bidding activity
September 2018– Contract award and construction start
October 2018– foundation completed
November 2018– Exterior of building complete, under roof
December 2018 – Interior finishes

January 2019 – Construction completed.

We respectfully request the six month time extension from September 30, 2018 to March 31, 2019.

Sincerely,

Carol Simler, President and CEO
DuPagePads
MODIFICATION TWO TO COMMUNITY DEVELOPMENT COMMISSION
AGREEMENT CD17-12
TIME EXTENSION TWO

THIS SECOND MODIFICATION TO AGREEMENT is entered this 25th day of September 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and DUPAGE P.A.D.S., Inc., an Illinois not-for-profit corporation, having a principal place of business at 601 W. Liberty, Wheaton, IL 60187 (hereinafter called “SUBGRANTEE”). The purpose of this MODIFICATION TWO is to modify an existing agreement between the above parties known as Community Development Commission Agreement CD17-12, which was adopted by Resolution HHS-R-0184-17 on March 28, 2017, to grant funding in the amount of Two Hundred Eighty Eight Thousand Nine Hundred Fifty Seven and 00/100 DOLLARS ($288,957.00) for the purpose of constructing a building addition to the Client Services Center at 705 W. Liberty Drive, Wheaton, IL 60187: (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 CD17-12 Agreement is hereby extended to March 31, 2019 with no gap in funding timeframe.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect with no gaps in time.
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

SUBGRANTEE: DuPage PADS, Inc., a not-for-profit corporation in the State of Illinois
            601 W. Liberty, Wheaton, IL 60187

BY: _____________________________________
    Signature
    Printed Name: Carol Simler
    Title: President and CEO

ATTEST: _____________________________________
    Signature
    Printed Name: _________________________
    Title: ______________________________
Resolution

HHS-R-0882-18

MODIFICATION FOUR TO THE HOME INVESTMENT PARTNERSHIPS AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND DUPAGE HOMEOWNERSHIP CENTER,
INC. dba H.O.M.E DUPAGE, INC.
PROJECT HM15-01

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; further modified by internal policies/procedures to extend the agreement time period by 6-months on February 20, 2018; 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 March 31, 2019.

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 25th day of September, 2018 at Wheaton, Illinois.
Resolution

HHS-R-0882-18

________________________________________

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________________

PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
TO: Greg Hart, Chairman and Committee Members  
Health and Human Services Committee  

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

DATE: September 11, 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, 2017, 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. On February 6, 2018, the HOME Advisory Group approved the extension recommendation, and on February 20, 2018, the Health & Human Services Committee approved the extension request and the expiration was extended to September 30, 2018.  

On August 24, 2018, H.O.M.E. DuPage requested a fourth 6-month time extension for Agreement HM15-01. Funding in the amount of $39,814 remains, which DHOC anticipates will be fully expended on or before March 31, 2018.  

Recommendation: The HOME Advisory Group recommends approval of the fourth, 6-month extension request.  

If you have any questions regarding the above recommendation, please contact me at 630-407-6457. Thank you.
August 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, Inc. continues to actively market the Homestead program, and interest in the program remains strong. In the past twelve months, 250 households have attended our Pre-Purchase Education classes, and 144 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. Four families are currently preapproved and shopping (all have low affordability due to Homestead’s 35% maximum housing ratio.)

H.O.M.E. DuPage, Inc. was on track to exhaust all HM 15-01 and CD 15-23A funds, however, in the last two months, 2 Homestead transactions were cancelled at the last minute, leaving funds available for two Homestead purchases. Therefore, we are asking for an additional 6 month extension for the Homestead purchases of two homes from these funds. In the meantime, 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
THIS MODIFICATION TO AGREEMENT is entered into this 25th day of September, 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 $39,814.00 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 March 31, 2019.

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
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, further modified by internal policies/procedures to extend the agreement time period by 6-months on February 20, 2018; and

WHEREAS, the HOME Advisory Group and Health and Human Services Committee have approved the recommendation to enter into a fourth agreement modification, extending the agreement time period by an additional 6-months to March 31, 2019.

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

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
Resolution
HHS-R-0883-18

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, Inc., dba H.O.M.E. DuPage, Inc., 1600 E. Roosevelt Road, Wheaton, IL 60187 and the DuPage Community Development Commission.

Enacted and approved this 25th day of September, 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: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
TO: Greg Hart, Chairman and Committee Members
   Health and Human Services Committee

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

DATE: September 11, 2018

RE: CD15-23A – DuPage Homeownership Center, Inc. dba H.O.M.E. DuPage, Inc. – Closing Costs Grant – Fourth 6-Month Agreement Extension Request

This request was approved by the Home Advisory Group Committee on September 4, 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 February 27, 2017, H.O.M.E. DuPage, Inc. requested their first 6-month time extension for Agreement CD15-23A. On March 9, 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 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. On February 6, 2018, the HOME Advisory Group approved the extension recommendation, and on February 20, 2018, the Health & Human Services Committee approved the extension request and the expiration was extended to September 30, 2018.

On August 24, 2018, H.O.M.E. DuPage requested a fourth 6-month time extension for Agreement HM15-01. Funding in the amount of $20,000 remains, which HOME DuPage Inc anticipates will be fully expended on or before March 31, 2019.

Recommendation: The HOME Advisory Group recommends approval of the fourth 6-month extension request.

If you have any questions regarding the above recommendation, please contact me at 630-407-6457. Thank you.
August 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, Inc. continues to actively market the Homestead program, and interest in the program remains strong. In the past twelve months, 250 households have attended our Pre-Purchase Education classes, and 144 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. Four families are currently preapproved and shopping (all have low affordability due to Homestead’s 35% maximum housing ratio.)

H.O.M.E. DuPage, Inc. was on track to exhaust all HM 15-01 and CD 15-23A funds, however, in the last two months, 2 Homestead transactions were cancelled at the last minute, leaving funds available for two Homestead purchases. Therefore, we are asking for an additional 6 month extension for the Homestead purchases of two homes from these funds. In the meantime, 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 FOUR TO COMMUNITY DEVELOPMENT COMMISSION AGREEMENT CD15-23A

THIS MODIFICATION TO AGREEMENT is entered into this 25th day of September, 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 $20,000.00 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 March 31, 2019.

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
WHEREAS, the DuPage Care Center was originally built in 1888 and became a nursing facility in the 1930s; and

WHEREAS, the DuPage Care Center has developed into one of the most modern, best equipped, professionally staffed, treatment and rehabilitation centers for the chronically ill in the State of Illinois; and

WHEREAS, the mission of the DuPage Care Center is to provide quality long term care as well as short term rehabilitative services to DuPage County residents in a professional and cost-effective manner; and

WHEREAS, the safety and security of the residents, visitors, and employees are of the utmost priorities for the DuPage Care Center; and

WHEREAS, an existing electrical transformer at the DuPage Care Center has exceeded its useful life and other medium and low voltage electrical distribution equipment need to be replaced; and

WHEREAS, the County has developed plans (the “Phase II Electrical Work Project”) that includes the replacement of aging electrical equipment and the relocation of electrical equipment to the exterior of the DuPage Care Center building in order to improve that facility’s safety; and

WHEREAS, the Community Development Block Grant (CDBG) program provides Federal funding assistance for public improvements and the Phase II Electrical Work Project is eligible for such funding assistance; and

NOW, THEREFORE, BE IT RESOLVED, that the County of DuPage authorizes the DuPage Care Center to submit an application to the Community Development Commission (CDC) for a CDBG in the total amount of four hundred thousand dollars ($400,000) for the Phase II Electrical Work Project at the DuPage Care Center; and
Resolution

FM-R-0884-18

BE IT FURTHER RESOLVED, that the DuPage County Clerk be directed to transmit certified copies of the Resolution to the CDC and Anthony Hayman/State’s Attorney Office.

Enacted and approved this 25th day of September, 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: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
August 28, 2018

To: Community Development Commission

From: Janelle Chadwick, Administrator of DuPage Care Center

Re: 2019 CDBG Grant Application Letter of Intent for DuPage Care Center

The DuPage Care Center is applying for the 2019 Community Development Block Grant (CDBG) and requesting $400,000.00 for electrical improvements to the DuPage Care Center, located at 400 North County Farm Road, Wheaton, IL 60187.

The Project, Phase II Electrical Work will involve the following:

Furnish all equipment, labor and materials necessary for electrical upgrades at the DuPage Care Center at the DuPage County Government Campus. The work at the site will include the replacement of medium voltage and low voltage electrical distribution equipment, installation of a temporary fence around the work site, and complete restoration of the site to a pre-development condition. Restoration will include re-grading of the site to existing grades after demolition is completed, the restoration of the landscaping and plantings, the placement of topsoil, seeding and erosion control blanket, the removal of temporary construction fences, and all incidental and collateral work necessary to complete the project.

This project is to be completed on or before September 1, 2020.

Janelle Chadwick
DuPage Care Center Administrator
AWARDING RESOLUTION TO SYMBRIA REHAB, INC., FOR COMMUNITY WELLNESS PARTNER FOR THE WELLNESS AND OUTPATIENT CENTER AT THE DUPAGE CARE CENTER (TOTAL CONTRACT AMOUNT: $65,000.00)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Symbria Rehab, Inc., for Community Wellness Partner for staffing and management at the Wellness and Outpatient Treatment Center at the DuPage Care Center for the period October 1, 2018 through September 30, 2019.

NOW, THEREFORE BE IT RESOLVED, that said contract for Community Wellness Partner for staffing and management at the Wellness and Outpatient Treatment Center at the DuPage Care Center for the period October 1, 2018 through September 30, 2019 be, and it is hereby approved for issuance of a contract by the Procurement Division to Symbria Rehab, Inc., 28100 Torch Parkway, Suite 600, Warrenville, Illinois 60555 for a contract total amount of $65,000.00, per renewal option under Proposal P16-146-GV, second optional one year renewal.

Enacted and approved this 25th day of September, 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: Sam Tornatore, Vice Chair
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
**PROCUREMENT REVIEW CHECKLIST**

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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<tr>
<td>September 5, 2018</td>
<td>$65,000</td>
<td>10/1/2018-9/30/2019</td>
<td>DUPAGE CARE CENTER</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Explanation of Request for Proposal (RFP) Instead of Bid - Most Qualified Offeror

- **Karen Graczyk**: Completed 09/05/2018 11:23 AM
- **Janelle Chadwick**: Completed 09/06/2018 11:33 AM
- **Kathy Ostrowski**: Completed 09/06/2018 11:39 AM
- **James McGuire**: Completed 09/07/2018 11:41 AM
- **Paul Rafac**: Completed 09/11/2018 6:24 PM
- **Tom Cuculich**: Completed 09/12/2018 8:59 AM
- **Kathy Ostrowski**: Completed 09/12/2018 4:06 PM
- **Health & Human Services**: Completed 09/18/2018 10:15 AM
- **Finance Committee**: Completed 09/25/2018 8:00 AM
- **County Board**: Completed 09/25/2018 10:00 AM
### 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: Symbria Rehab, Inc.</th>
<th>Vendor #: 27600</th>
<th>Contract October 1, 2018 - Term: September 30, 2019</th>
<th>Contract Total: $65,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contact: Karen Cerny</td>
<td>Phone: 630-784-4402</td>
<td>Assigned Committee: Health and Human Services</td>
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</tbody>
</table>

### Description of Procurement/Scope of Work/Background
Community Wellness Partner for the DuPage Care Center

### Reason for Procurement
Staffing and management for the DuPage Care Center Wellness Center, for the period October 1, 2018 through September 30, 2019, Second renewal of 2016 RFP #P16-146-GV.

### FUNDING SOURCE
- [ ] Procurement budgeted for (FY and budget code(s)): 1200-2095-53090
- [ ] 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
- [ ] 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 (30ILCS25)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # P16-146-GV
- [ ] 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 RESPONSIBILE, BID # ___________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
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<th>8/31/18</th>
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<td>Prepared By</td>
<td>Date</td>
<td>IT Approval, if required</td>
<td>Date</td>
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### REVIEWED BY (Initials Only)

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<th>Buyer</th>
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<table>
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<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>9-11-18</th>
<th>Chairman’s Office (Decision Memos Over $25,000)</th>
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<tbody>
<tr>
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</tbody>
</table>

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Attachment: Symbria Rehab Inc. Community Wellness Partner Checklist (HHS-P-0242-18 : Symbria Rehab, Inc.)
## Purchase Requisition

### Procurement Services Division

**Date:** Aug 29, 2018  
**MinuteTraq (IQM2) ID #:** 13418  
**Department Req #:** 7  
**RFP, Bid or Quote #:** P16-146

### Send Purchase Order To:

- **Vendor:** Symbria Rehab, Inc.  
  **Vendor #:** 27600  
  **Dept:** DuPage Care Center  
  **Division:** Physical Rehabilitation
- **Attn:** John R. Callen  
  **Email:** jcallen@symbria.com  
  **Address:** 28100 Torch Parkway, Suite 600  
  **City:** Warrenville  
  **State:** IL  
  **Zip:** 60555  
  **Phone:** 630-413-5820  
  **Fax:** 630-413-5801

### Send Invoices To:

- **Dept:** DuPage Care Center  
  **Division:** Physical Rehabilitation
- **Attn:** Karen Cerny  
  **Email:** karen.cerny@dupageco.org  
  **Address:** 400 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-784-4402  
  **Fax:**

### Send Payments To:

- **Vendor:** Symbria Rehab, Inc.  
  **Vendor #:** 27600  
  **Dept:** DuPage Care Center  
  **Division:** Physical Rehabilitation
- **Attn:** Kathy Prez  
  **Email:** prez@symbria.com  
  **Address:** 28100 Torch Parkway, Suite 600  
  **City:** Warrenville  
  **State:** IL  
  **Zip:** 60555  
  **Phone:** 630-413-5800  
  **Fax:** 630-413-5801

### Ship To:

- **Dept:** DuPage Care Center  
  **Division:** Physical Rehabilitation
- **Attn:** Karen Cerny  
  **Email:** karen.cerny@dupageco.org  
  **Address:** 400 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** Fax:

### Payment Terms

- **F.O.B.** PO 20 Delivery Date

### PO 20 Delivery Date

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<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
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</tr>
</tbody>
</table>

**Requisition Total:** $65,000.00

### Header Comments

(These comments will appear on the PO20 and PO25 Purchase Order):

Community Wellness Partner for the Wellness and Outpatient Center at the DuPage Care Center, for the period October 1, 2018 through September 30, 2019, for a contract total not to exceed $65,000.00, per renewal option under Proposal #P16-146-GV, second optional one year renewal.

### 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):

- 09/18/18 HHS Committee  
- 09/25/18 County Board Meeting
**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:** DuPage Care Center  
**Department Contact:** Karen Cerny  
**Contact Email:** karen.cerny@dupageco.org  
**Vendor Name:** Symbria Rehab Incorporated  
**Vendor #:** 27600

---

**Date:** Aug 29, 2018  
**MinuteTraq (IQM2) ID #:** 13418  
**Department Requisition #:** 1781

---

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

Second renewal option for contract with Symbria Rehab Incorporated for Wellness Center staffing and management for the DuPage Care Center for the period October 1, 2018 through September 30, 2019.

---

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

This contract is for Community Wellness Partner for the Wellness and Outpatient Treatment Center, which was completed in August, 2011 made feasible by a HRSA Grant. The Community Wellness Program continues to grow to its fullest potential of improving community health thereby contributing to decreasing healthcare costs, offering patients an improved continuum of care, and improving outcomes for patients discharged home to the community.

---

**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**

Renewal of Contract with Symbria Rehab Incorporated, for Wellness Center staffing and management for the DuPage Care Center for the period October 1, 2018 through September 30, 2019.

Below, please see how the Proposals were graded by staff members when vendor was selected in 2016.

- **Project Plan/Details (40%)** - proposals were reviewed for clarity of scope of work, sustainability of program, organization, and any other relevant details in keeping with Wellness Center goals and philosophy.
- **Pricing (20%)** - proposals were reviewed for pricing structure.
- **Program Development/Expansion (15%)** - proposals will be reviewed for marketing strategies/plans for increasing membership.
- **Experience (10%)** - proposals were reviewed on basis of experiences in similar environments; length of service at these facilities and references.
- **Personal Training & Qualifications (10%)** - staffing resources and applicable accreditation.
- **Financial Stability (5%)** - proposals were evaluated for financial stability of Offeror. Proposal reviews involved overall cost/benefit analysis including consideration of costs associated with change as applicable.

---

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

P16-146-GV

---

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

1) Second optional renewal of contract with Symbria Rehab Incorporated, for Wellness Center staffing and management for the DuPage Care Center for the period October 1, 2018 through September 30, 2019.

2) Move forward with preparing a Request for Proposal for Wellness Center staffing and management for the DuPage Care Center for the period October 1, 2018 through September 30, 2019.
**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>Account Number</th>
<th>Budget Amount</th>
<th>Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>1200-2095-53090</td>
<td>$65,000.00</td>
<td>This is a revenue generating initiative</td>
</tr>
</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the “County” and Symbria Rehab, Inc, of 28100 Torch Parkway, Suite 600, Warrenville, IL 60555, hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Proposal P16-146-GV which became effective October 1, 2017, and which will expire September 30, 2018. The contract is subject to a second option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective October 1, 2018 and expires September 30, 2019 contingent upon any applicable Parent Committee and County Board approval.

SYMBRIA REHAB, INC

SIGNATURE  DATE

THOMAS J. KISER
PRINTED NAME

COUNTY OF DU PAGE, ILLINOIS

SIGNATURE  DATE

Glenda Vasak
Buyer II

GENERAL COUNSEL
PRINTED TITLE
Required Vendor Ethics Disclosure Statement

Date: 8/13/18

Company Name: Symbria Rehab Inc.
Contact Person: Linda Volz
Contact Phone: (555) 456-5324
Contact Email: LVolz@Symbria.com

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

1. Every contractor, vendor, or vendor that seeking or has previously obtained a contract, change order 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 a written disclosure of all political campaign contributions made by such contractor, vendor, 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 is to be awarded will benefit. The contractor, vendor, 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.

X 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, for 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 officials or employees in relation to the contractor or vendor and shall update such disclosure with any changes that may occur.

X 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 officials or employees in relation to the contractor or vendor</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 disclosures are required, and I agree to update this disclosure form as follows:

- If information changes within 15 days of change, or prior to county action, whichever is sooner
- At renewal of any contract
- At the time of multi-year contracts on the anniversary of said contract
- At request for changes in order 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.com/CountywidePolicies/

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

Authorized Signature:

Signature on File

Print Name: 
Title: General Counsel
Date: 8/13/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 Total number of pages:

Packet Pg. 112
WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Symbria Rehab, Inc., for physical, occupational, speech and respiratory therapy and consulting, for the DuPage Care Center for the period November 1, 2018 through October 31, 2019.

NOW, THEREFORE BE IT RESOLVED, that said contract for physical, occupational, speech and respiratory therapy and consulting, for the DuPage Care Center for the period November 1, 2018 through October 31, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Symbria Rehab, Inc., 28100 Torch Parkway, Suite 600, Warrenville, Illinois 60555 for a contract total amount of $1,300,000.00.

Enacted and approved this 25th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L. Grant, District 4
SECONDER: Robert L. Larsen, District 6
AYES: Chaplin, Grant, Hart, Khouri, Larsen, Tornatore
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th><strong>NEW PURCHASE ORDER REQUEST</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
<td>September 5, 2018</td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
<td>$1,300,000.00</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  
Explanation of Request for Proposal (RFP) Instead of Bid - Most Qualified Offeror

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>09/05/2018 1:32 PM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>09/06/2018 11:33 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>09/06/2018 11:40 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>09/07/2018 11:39 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>09/11/2018 6:25 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>09/12/2018 8:58 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>09/12/2018 3:31 PM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Completed</td>
<td>09/18/2018 10:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Completed</td>
<td>09/25/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>09/25/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# 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: Symbria Rehab, Inc.</th>
<th>Vendor #: 27600</th>
<th>Contract November 1, 2018 - Term: October 31, 2019</th>
<th>Contract Total: $1,300,000.00</th>
<th>Assigned Committee: Health and Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Physical Rehabilitation</td>
<td>Contact: Karen Cerny</td>
<td>Phone: 530-784-4402</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:**
Provide Physical, Occupational, Speech and Respiratory Therapy and Consulting Services for the DuPage Care Center, per first renewal option under Proposal P17-119-GV.

**Reason for Procurement:**
To provide Physical, Occupational, Speech and Respiratory Therapy and Consulting Services at the DuPage Care Center.

### FUNDING SOURCE

- ☑ Procurement budgeted for (FY and budget code(s)): 1200-2060-53090
- ☐ 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 55 ILCS 5/5-1022 'Competitive Bids' (d) I/T/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 # P17-119-GV
- ☐ 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>Date</th>
<th>Date</th>
<th>Date</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>cdx</td>
<td>Aug 30, 2018</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Recommended for Approval:** 8/31/18

**IT Approval, if required:**

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9/1/18</td>
<td></td>
<td>9/7/18</td>
</tr>
</tbody>
</table>

**Chief Financial Officer**

<table>
<thead>
<tr>
<th>(Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9/11/18</td>
<td></td>
<td>9/12/18</td>
</tr>
</tbody>
</table>

**Chairman's Office**

<table>
<thead>
<tr>
<th>(Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9/12/18</td>
</tr>
</tbody>
</table>
**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Symbria Rehab, Inc.</th>
<th>Dept:</th>
<th>DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>27600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attn:</td>
<td>Elizabeth Overstreet</td>
<td>Email:</td>
<td><a href="mailto:eoverstreet@symbria.com">eoverstreet@symbria.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>28100 Torch Parkway, Suite 600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Warrenville</td>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-413-5800</td>
<td>Fax:</td>
<td>630-413-5892</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Symbria Rehab, Inc.</th>
<th>Dept:</th>
<th>DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>27600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attn:</td>
<td>Karen Cerny</td>
<td>Email:</td>
<td><a href="mailto:karen.cerny@dupageco.org">karen.cerny@dupageco.org</a></td>
</tr>
<tr>
<td>Address:</td>
<td>400 N. County Farm Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Wheaton</td>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-784-4402</td>
<td>Fax:</td>
<td>630-784-4402</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Symbria Rehab, Inc.</th>
<th>Dept:</th>
<th>DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>27600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attn:</td>
<td>Janet Viane</td>
<td>Email:</td>
<td><a href="mailto:jviane@symbria.com">jviane@symbria.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>28100 Torch Parkway, Suite 600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>Warrenville</td>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-413-5800</td>
<td>Fax:</td>
<td>630-413-5892</td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept:</th>
<th>DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division:</td>
<td>Physical Rehabilitation</td>
</tr>
<tr>
<td>Attn:</td>
<td>Karen Cerny</td>
</tr>
<tr>
<td>Address:</td>
<td>400 N. County Farm Road</td>
</tr>
<tr>
<td>City:</td>
<td>Wheaton</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-784-4402</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>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td>Christine Kliebhan</td>
<td></td>
</tr>
</tbody>
</table>

**Use for PO25 only:**

- Contract Administrator: Christine Kliebhan
- Contract Start Date: November 1, 2018
- Contract End Date: October 31, 2019
- Use for: PO25 only

**LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extender |
-----|-----|-----|------------------------|-------------|----|--------|------------|-------|--------------------------|-----------|---------|
| 1   | 1   | EA  | Physical, Occupational, Speech and Respiratory Therapy and Consulting Services | Physical, Occupational, Speech and Respiratory Therapy and Consulting Services | 1200 | 2060   | 53090      |       |                           | 1,300,000.00 | 1,300,000 |
| 2   |     | EA  |                         |             |     |        |            |       |                           |           |         |
| 3   |     | EA  |                         |             |     |        |            |       |                           |           |         |
| 4   |     | EA  |                         |             |     |        |            |       |                           |           |         |
| 5   |     | EA  |                         |             |     |        |            |       |                           |           |         |

**Requisition Total**: $1,300,000

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

> Physical, Occupational, Speech and Respiratory Therapy and Consulting Services for the DuPage Care Center, for the period November 1, 2018 through October 31, 2019, for a contract total not to exceed $1,300,000.00, per first renewal option under Proposal P17-119-GV.

**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):

- September 18, 2018   HHS Committee
- September 25, 2018   County Board
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: Aug 30, 2018
MinuteTraq (IQM2) ID #: 13423
Department Requisition #: 7083

Requesting Department: DuPage Care Center
Department Contact: Karen Cerny
Contact Email: Karen.Cerny@dupageco.org
Contact Phone: 630-784-4402
Vendor Name: Symbria Rehab, Inc.
Vendor #: 12242

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

Renew first option under Proposal #P17-119-GV to Symbria Rehab, Inc., for Physical, Occupational, Speech and Respiratory Therapy and Consulting Services for the DuPage Care Center for the period November 1, 2018 through October 31, 2019.

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

RFP #P17-119-GV was opened August 28, 2017
74 invitations were sent
25 potential bidders requested documents
5 proposals were submitted

The information submitted by each respondent was reviewed by DuPage Care Center staff. Based on this detailed review, the most appropriate respondent was determined to be Symbria Rehab, Inc.

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.

In awarding a contract for these services, an RFP was issued due to the numerous factors that were taken into consideration when choosing a vendor, which were:

Outcome Measures
RUGS Utilization and Management Systems
Sample Reports
Satisfaction Survey
Quality Audit Process
Quality Improvement Process
Transition
Programs
Pricing
Staffing resources/staff training
Reference Satisfaction
Respiratory Services - services provided

Each consideration was assigned a point factor. Upon review and comparison, the proposal from Symbria Rehab, Inc., earned the most points. DuPage Care Center receives reimbursements from Medicare Part-A, Part-B and Private Insurance for services provided by Symbria Rehab, Inc.

Source Selection/Vetting Information - Describe method used to select source.
P17-119-GV
**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1) Renew first option under Proposal #P17-119-GV to Symbria Rehab, Inc., for Physical, Occupational, Speech and Respiratory Therapy and Consulting Services for the DuPage Care Center for the period November 1, 2018 through October 31, 2019.

2) Do not award the contract to Symbria Rehab, Inc. for Physical, Occupational, Speech and Respiratory Therapy and Consulting Services for the DuPage Care Center, which would leave the Center unable to offer short-term and sub-acute rehab services to patients, subsequently negatively affecting one of the major revenue sources for the DuPage Care Center.

**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>Account Number</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1200-2060-53090</td>
<td>$1,300,000.00</td>
</tr>
</tbody>
</table>
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County," and Symbria Rehab, Inc., of 28100 Torch Parkway, Ste. 600, Warrenville, IL 60555, Oak Lawn, IL 60453, hereinafter called the "Contractor," witnesses:

The County and the Contractor have previously entered into a Contract, pursuant to Proposal P17-119-GY which became effective November 1, 2017, and which will expire October 31, 2018. The contract is subject to an option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective November 1, 2018 and expires October 31, 2019 contingent upon any applicable Parent Committee and County Board approval.

SIGNED: Symbria Rehab, Inc.

Printed Name: Thomas E. Oster
Title: General Counsel

Signature on File 8/13/18

COUNTY OF DU PAGE, ILLINOIS

Printed Name: Glenda Vasel
Title: Buyer IT

Signature on File 8/15/18

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**Required Vendor Ethics Disclosure Statement**

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Symbria Rehab Inc.</th>
<th>Company Contact</th>
<th>Linda Kolling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td>(530) 435-5824</td>
<td>Contact Email</td>
<td><a href="mailto:Lkolling@symbria.com">Lkolling@symbria.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contract or vendor that is seeking or has previously obtained a contract, change order 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 a written disclosure of all political campaign contributions made by such contractor, vendor, or individual within the current and previous calendar year to any incumbent county board member, county board chair, or countywide elected official whose office the contract is to be awarded will benefit. The contractor, vendor, or individual shall update such disclosures 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, kind of service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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**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 officials or employees in relation to the contractor or vendor</th>
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<th>Email</th>
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- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- Prior to the annual renewal of any contract
- Once annually 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.com/government/policies/

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

**Signature on File**

<table>
<thead>
<tr>
<th>PRINTED NAME</th>
<th><strong>Thomas G. Lisker</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
<td><strong>General Counsel</strong></td>
</tr>
<tr>
<td>DATE</td>
<td>8/13/18</td>
</tr>
</tbody>
</table>

Attach additional sheets if necessary. Sign each sheet and number each page. Pages __ of __ Total number of pages __

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER.
<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Elizabeth Chaplin, District 2</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Robert L Larsen, District 6</td>
</tr>
<tr>
<td>AYES:</td>
<td>Chaplin, Grant, Hart, Khouri, Larsen, Tornatore</td>
</tr>
</tbody>
</table>
## Requisition under 25k dollars

### 2018-223

**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>September 5, 2018</td>
<td>$21,000.00</td>
<td>OCTOBER 22, 2018 - OCTOBER 21, 2019</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- Karen Graczyk
  - Completed 09/05/2018 11:25 AM
- Janelle Chadwick
  - Completed 09/06/2018 11:33 AM
- Kathy Ostrowski
  - Completed 09/06/2018 11:40 AM
- James McGuire
  - Completed 09/10/2018 2:20 PM
- Paul Rafac
  - Completed 09/11/2018 6:22 PM
- Kathy Ostrowski
  - Completed 09/12/2018 1:01 PM
- Health & Human Services
  - Completed 09/18/2018 10:15 AM
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** Pulmonary Exchange LTD. dba PEL VIP Medical Staffing

**Vendor #:** 11800

**Contract Term:** October 22, 2018 - October 21, 2019

**Contract Total:** $21,000.00

**Dept:** DuPage Care Center

**Contact:** Clementine Nelson

**Phone:** 630-784-4208

**Assigned Committee:** Health and Human Services

**Description of Procurement/Scope of Work/Background:** Rental of respiratory care equipment for the DuPage Care Center, for the period October 22, 2018 through October 21, 2019, per first renewal option under Quote 7-209-GV.

**Reason for Procurement:** This rental equipment are devices that are prescribed treatments for the residents to maintain good quality of care. (Bi-pap and Bi-pap machines, as well as providing Respiratory Therapist services to set-up machine and to adjust settings and educate nursing staff as needed.

---

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1200-2050-53410
- [ ] Budget Transfer (Date) Add'l Information

---

**DECISION MEMO NOT REQUIRED**

- [x] LOWEST RESPONSIBLE QUOTE # or BID # Q17-209-GV (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 (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)**

<table>
<thead>
<tr>
<th>cdk</th>
<th>Aug 30, 2018</th>
<th>xJC</th>
<th>8/31/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
<td>Recommended for Approval</td>
<td>IT Approval, if required</td>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>9/1/18</th>
<th>9/10/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Procurement Officer</td>
<td>Date</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>4/1/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
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</table>

---

**Packet Pg. 123**

Rev 1.8

---

*Attachment: Pulmonary Exchange Checklist (2018-223 : Pulmonary Exchange, LTD dba PEL VIP Medical Staffing)*
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Pulmonary Exchange Ltd. dba PEL VIP Medical Staffing</th>
<th>Dept: DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 11800</td>
<td>Division: Nursing</td>
</tr>
<tr>
<td>Attn: Gil flores Email: <a href="mailto:gilflores@pelvip.com">gilflores@pelvip.com</a></td>
<td>Attn: Connie Revita Email: <a href="mailto:connie.revita@dupageco.org">connie.revita@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 9840 Southwest Highway</td>
<td>Address: 400 N. County Farm Road</td>
</tr>
<tr>
<td>City: Oaklawn State: IL Zip: 60453</td>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: Fax:</td>
<td>Phone: 630-784-4254 Fax:</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center Division: Nursing</th>
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</thead>
<tbody>
<tr>
<td>Attn: Connie Revita Email: <a href="mailto:connie.revita@dupageco.org">connie.revita@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road Room:</td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-784-4254 Fax:</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center Division: Nursing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Clementine Nelson Email: <a href="mailto:clementine.nelson@dupageco.org">clementine.nelson@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road Room:</td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-784-4251 Fax:</td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center Division: Nursing</th>
</tr>
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<tbody>
<tr>
<td>Attn: Clementine Nelson Email: <a href="mailto:clementine.nelson@dupageco.org">clementine.nelson@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road Room:</td>
</tr>
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</tr>
<tr>
<td>Phone: 630-784-4251 Fax:</td>
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**Payment Terms:**

<table>
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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>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td>Christine Kliebhan</td>
</tr>
<tr>
<td>Use for</td>
<td>Contract Administrator</td>
<td>Contract Start Date</td>
</tr>
<tr>
<td>PO25 only</td>
<td>Christine Kliebhan</td>
<td>October 22, 2018</td>
</tr>
</tbody>
</table>

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<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>
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<tbody>
<tr>
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<td>EA</td>
<td>Rental of Respiratory Care Equipment</td>
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<td>2050</td>
<td>53410</td>
<td>21,000.00</td>
<td>21,000</td>
<td></td>
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</tbody>
</table>

**Requisition Total: $ 21,000.00**

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

Rental of Respiratory Care Equipment for the DuPage Care Center for the period October 22, 2018 through October 21, 2019, for a total contract not to exceed $21,000.00, per first optional renewal under Quote #Q17-209-GV.

**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):

September 18, 2018 HHS Committee
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Pulmonary Exchange, D/B/A Pel/VIP Medical Staffing, of 9840 Southwest Highway, Oak Lawn, IL 60453, hereinafter called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Quote Q17-209-GV which became effective October 22, 2017, and which will expire October 21, 2018. The contract is subject to an option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective October 22, 2018 and expires October 21, 2019 contingent upon any applicable Patent Committee and County Board approval.

PULMONARY EXCHANGE
D/B/A PEL/VIP MEDICAL STAFFING

COUNTY OF DU PAGE, ILLINOIS

Signature on File 9/3/18

GLENDA VASAK
Buyer II

REGULUS SALES MANAGER

Date 8/10/18

PRINTED NAME

GIL FLORES
# Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Pulmonary Exchange</th>
<th>Company Contact: Gil Flores</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Ph: 708.231.8888</td>
<td>Contact Email: <a href="mailto:Gilflores@pelvip.com">Gilflores@pelvip.com</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 of $50,000 shall provide to Procurement Services 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 or any 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>
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<th>Email</th>
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- 30 days prior to the optional renewal of any contract
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http://www.dupageco.org/CountyBoard/Policy/

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

**Signature on File**

*Gil Flores*

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gil Flores</td>
<td>Regional Sales Manager</td>
<td>09/10/18</td>
</tr>
</tbody>
</table>

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

Grant Proposal Notification

GRANT NAME: LIHEAP Energy Assistance HHS
Grant #19-224028

GRANTING ENTITY: US Dept of HHS through ILDCEO

COUNTY DEPARTMENT: Community Services

PARENT COMMITTEE: HHS

DEPARTMENT CONTACT: Jennifer Chan

AMOUNT REQUESTED: $1,398,103

TYPE OF GRANT (please check): 🔵 Competitive    ☐ Continuation    ☐ Formula
DuPage County
Grant Proposal Notification Form

Narrative (Purpose of grant; justification of need):
The primary purpose of the Low Income Home Energy Assistance Program is to assist income eligible households by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education. Direct financial assistance includes payments made directly to utility companies for winter energy assistance and emergency payments for service disconnect, and payments made directly to mechanical contractors for emergency furnace repair. Funds from this grant, as well as a federally funded grant, cover the incurred direct costs relating to the program, including personnel and operating costs.

Grant proposal submission due date (MM/DD/YYYY) 8/31/2018

Start Date: 10/1/2018  Completion Date: 6/30/2020

Project or project phase period covered by grant:
If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

If awarded, will this grant require the hiring of additional staff or personnel?
If yes, please list:
How many new positions will be created:
If the grant covers salary or salary & benefits, how many years will the position(s) be retained beyond the grant closing:
What fund will be used to compensate personnel after the project period ends:

Are matching funds required?
If yes, please answer the following questions:
Percentage of funding required by granting agency
County's match amount: (auto fill) $ -
*Department may seek additional funding in the future to provide match amount
County fund that will provide the matching requirement:

Grant amount request (auto fill) $ 1,398,103.00

All other funding already allocated for project or project phase

Total project or project phase cost (auto fill) $ 1,398,103.00

☐ Please check this box if you are interested in having a grant writer prepare this grant proposal
Grant Proposal Notification Report 042-18

Submitted on: 08/23/18  Submitted by: Jennifer Chan, Community Development

Purpose of Grant: The Low Income Home Energy Assistance Program (LIHEAP) Grant No. 19-224028 is from the Illinois Department of Commerce and Economic Opportunity (IL DCEO). This grant provides funding to help offset the cost of home energy for income eligible households through direct finance assistance (including direct payments to utilities for winter energy assistance or emergency service disconnect and contractors for emergency furnace repair), energy counseling, outreach, and education.

Proposal Due Date: 08/31/2018  Project Period: 10/01/2018-6/30/2020

Matching Requirement: ☐ Yes  ☒ No  Explain: ____________________________

Headcount Requirement: ☐ Yes  ☒ No  Explain: No new positions will be established

Funding Origination Source: ☐ Federal  ☒ State  ☐ Private  ☐ Corporate

The following potential issues are noted:

1. There are no known issues with this grant.

Other information (i.e. collaboration, allocation of funding, etc.): The LIHEAP grant is a recurring formula grant in the amount of $1,398,103 and originates from the US Department of Health and Human Services (HHS). Funds from this grant, as well as a state funded grant, cover the incurred direct costs relating to the program.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form submitted by Jennifer Chan, Dept. of Community Services-Community Development Commission or contact her at 630-407-6459.