1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN'S REPORT - CHAIR LARSEN

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Tuesday January 16th, 2018

6. COMMUNITY SERVICES - MARY KEATING

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

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

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

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

D. HHS-R-0066-18 RESOLUTION -- Approval of Issuance of Payments by DuPage County to Energy Assistance providers through the Low Income Home Energy Assistance Program (LIHEAP) HHS Grant FY18 No. 18-224028 in the amount of $1,182,096.00

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

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

HHS-P-0037-18 Recommendation for the approval of a contract purchase order to Pan-O-Gold Baking Company, for assorted sliced breads, rolls and buns for the Care Center, JTK Administration Building and JOF Building Cafe's for the period March 1, 2018 through February 28, 2019 for a contract not to exceed $30,116.76, per lowest responsible bid #17-238-GV.

B. DuPage Care Center Requests for Parent Committee Final Approval

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

8. BUDGET TRANSFERS

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

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

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

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

E. Budget Transfers -- DuPage Care Center - To transfer budgeted funds, allowing for sufficient budget to be available for FY17 Printing Invoices - $7,097.00

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

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

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

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

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

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

10. CONSENT ITEMS

A. Consent Item -- Amerisourcebergen Drug Corp. - 1151-0001 SERV - Decrease and close

B. Consent Item -- Consent Item -- Amerisourcebergen Drug Corp. - 1887-0001 SERV - Decrease and close

C. Consent Item -- Consent Item -- Arxium Inc. - 2013-0001 SERV - Decrease and close

D. Consent Item -- Arxium, Inc. - 1874-0001 SERV - Decrease and close

E. Consent Item -- Automed Technologies - 577-0001 SERV - Decrease and close

F. Consent Item -- EZ Way, Inc. - 1862-0001 SERV - Decrease and Close

G. Consent Item -- Health Lab - 1206-0001 SERV - Decrease and close

H. Consent Item -- Hill-Rom Company - 1152-0001 SERV - Decrease and close

I. Consent Item -- Consent Item -- Hill-Rom Company, Inc. -1940-0001 SERV - Decrease and close

J. Consent Item -- HP Products Corp. - 743-0001 SERV - Decrease and close
K. Consent Item -- Maxim Healthcare - 1695-0001 SERV - Decrease and close
L. Consent Item -- McKesson Medical Surgical - 529-0001 SERV - Decrease and close
M. Consent Item -- McKesson Medical Surgical - 1537-0001 SERV - Decrease and close
N. Consent Item -- Provinet Solutions - 468-0001 SERV - Decrease and close
O. Consent Item -- Sears Commercial - 851-0001-SERV - Decrease and Close
P. Consent Item -- Strategic Reimbursement Inc. - 528-0001 SERV - Decrease and close
Q. Consent Item -- Sysco Food Service - 959-0001 SERV - Decrease and close
R. Consent Item -- Warehouse Direct - 744-0001 SERV - Decrease and close
S. Consent Item -- Diana Padilla - 2813 0001 SERV - Decrease and Close

11. RESIDENCY WAIVERS - JANELLE CHADWICK
12. COMMUNITY SERVICES UPDATE - MARY KEATING
13. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK
14. OLD BUSINESS
15. NEW BUSINESS
16. INFORMATIONAL ITEMS
   A. Grant Proposal Notifications -- HOME Investment Partnership Program Twenty- Seventh (27th) Year FY2018 - $1,280,596.00
   B. Grant Proposal Notifications -- Emergency Solutions Grant Thirtieth (30th) Year FY2018 - $285,654.00
   C. Grant Proposal Notifications -- Community Development Block Grant Forty-Fourth (44th) Year FY2018 - $3,589,224.00
17. ADJOURNMENT
1. CALL TO ORDER

10:15 AM meeting was called to order by Chair Robert L Larsen at 10:15 AM. Visual roll was taken, quorum was present. Chair Larsen noted for the record that Member Amy Grant was unable to attend today’s meeting.

2. ROLL CALL

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

3. PUBLIC COMMENT

None

4. CHAIRMAN'S REPORT - CHAIR LARSEN

None

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Jan 2, 2018 10:15 AM

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

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

A. FI-R-0045-18 RESOLUTION -- Acceptance and Appropriation of the Low Income Home Energy Assistance Program (LIHEAP) ComEd Rate Relief Program Grant FY18 Company 5000-Accounting Unit 1500 - Grant Funded - $15,000

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

RESULT: APPROVED [UNANIMOUS]
MOVER: Tonia Khouri, District 5
SECONDER: Greg Hart, District 3
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

C. Change Order -- HHS-P-0384A-17 Amendment to Resolution HHS-P-0384-17 (County Contract 2771-0001SERV), issued to Healthy Air Heating & Air, Inc., to provide mechanical (HVAC) weatherization labor & materials for Community Services/Weatherization, for the period of July 1, 2017 through June 30, 2018, for the use of additional funds from the Illinois Department of Commerce and Economic Opportunity (ILDCEO), to increase encumbrance in the amount of $299,549.00, resulting in an amended contract total not to exceed $792,877.00 an increase of 60.72%.

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Greg Hart, District 3
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant
D. Change Order -- HHS-P-0385A-17 Amendment to Resolution HHS-P-0385-17 (County Contract 2770-0001SERV), issued to Healthy Air Heating & Air, Inc., to provide architectural weatherization labor & materials for Community Services/Weatherization, for the period of July 1, 2017 through June 30, 2018, for the use of additional funds from the ILDCEO, to increase encumbrance in the amount of $50,371.00, resulting in an amended contract total not to exceed $122,871.00 an increase of 69.48%.

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

7. DUPAGE CARE CENTER - JANELLE CHADWICK

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

HHS-R-0047-18 RESOLUTION -- Hometown Suburban Vending, manages beverage and snack vending machines at various locations on the DuPage County Campus for the period March 1, 2018 through February 28, 2019, per renewal option under bid #15-234-BF, first of two one year optional one year renewal. (Hometown Suburban pays DuPage Care Center 13% profit sharing)

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

8. BUDGET TRANSFERS

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

A. Budget Transfers -- DuPage Care Center - To transfer FY17 budgeted funds, allowing for sufficient budget to be available for actual food expense by accounting unit - $14,794.00
RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

B. Budget Transfers -- DuPage Care Center - To transfer FY17 budgeted funds, allowing for sufficient budget to be available for overtime payroll expense - $198,106.00

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

C. Budget Transfers -- DuPage Care Center - To transfer FY17 budgeted funds, allowing for sufficient budget to be available for part time payroll expense - $91,590.00

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

D. Budget Transfers -- DuPage Care Center - To transfer FY17 budgeted funds, allowing for sufficient budget to be available for miscellaneous payroll expenses, holiday pay, temporary/on-call payroll, flexible benefits, and tuition reimbursement - $157,119.00

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

E. Budget Transfers -- DuPage Care Center - To transfer FY17 budgeted funds, allowing for sufficient budget to be available for regular salaries - $1,031,723.00
RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

F. Budget Transfers -- DuPage Care Center - To transfer FY17 budgeted funds to pay for miscellaneous furniture/machine/equipment small value, medical supplies, new hire physicals, medical services and pharmaceuticals - $23,459.00

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

G. Budget Transfers -- Community Services - Family Center - To transfer budgeted FY17 funds, allowing for sufficient budget for part-time salaries - $23,151.00

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

H. Budget Transfers -- Community Services - Community Development Commission - To transfer FY18 budgeted funds, allowing for sufficient budget to be available for payroll and benefit costs - $9,700.00

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

9. CONSENT ITEMS

Consent Item -- Bowman System LLC - 2159 0001 SERV - Decrease and Close
RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Sam Tornatore, Vice Chair
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant

10. RESIDENCY WAIVERS - JANELLE CHADWICK
None

11. COMMUNITY SERVICES UPDATE - MARY KEATING
The Community Resources Information System (C.R.I.S) website saw a 63% increase in usage from 2014 to 2017. Approximately 28,000 individuals visited the website in 2017. C.R.I.S. contains information for over 900 different social services available in DuPage County, and beginning in 2014, the website (www.dupagecris.org) was significantly updated in terms of content and user functionality. The Community Services department has also done a significant number of presentations to nonprofit and other organizations to promote public awareness of this resource.

2017 was the first full year that Community Services completed their quarterly client satisfaction surveys. Every person that the department deals with directly receives a satisfaction survey; last year 3,199 clients completed a survey, and of the respondents, nearly 96% indicated that overall they were satisfied with the services provided by the department.

Ms. Keating noted that the eligibility requirements for the SNAP program (food stamps) have changed in DuPage County. Able-bodied adults without dependents are now limited to three months of food stamps in a three-year period unless they are working, volunteering, or have an education deferment (for schooling or training). In an effort to connect SNAP recipients with volunteer opportunities that will help them meet the revised SNAP eligibility requirements, Giving DuPage is partnering with the Illinois Department of Human Services (IDHS), which administers SNAP in DuPage County, in public outreach presentations. Giving DuPage is also working with nonprofits in the community to be sure that they are aware of the SNAP eligibility requirements and that volunteer service can count toward eligibility for the program.

12. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK
The Care Center has begun to see some positive cases of influenza B. The medical staff is working very closely with containment to keep exposure to a minimum within the facility and the Medical Director is prophylactically treating patients with Tamiflu® as a preventative measure.

The Care Center has hired an Assistant Director of Nursing and will begin recruiting to fill the position of the Director of Nursing, who is retiring.

13. OLD BUSINESS
None
14. NEW BUSINESS
None

15. INFORMATIONAL ITEMS
Chair Larsen requested a motion to receive and place on file items 15.A and 15.B. Member Tornatore so moved, member Chaplin seconded, motion carried, all ayes.

A. Grant Proposal Notifications -- Low Income Home Energy Assistance Program (LIHEAP) ComEd Rate Relief Program Grant FY18 - Illinois Association of Community Action Agencies (IACAA) - Community Services $15,000.00
RESULT: ACCEPTED AND PLACED ON FILE

B. 2018-46 Recommendation for the approval of a contract purchase order issued to Allsteel Inc. C/O Midwest Office Interiors, to furnish Allsteel workstations and necessary furnishings, for Phase III of the Community Services Space Improvement project, at the JTK Administration Building, for Facilities Management, for a contract total amount not to exceed $18,839.75, per Lead Agency National IPA Proposal #P15-150-DT (CCU Grant Funded)
RESULT: ACCEPTED AND PLACED ON FILE

16. ADJOURNMENT
Without objection and with no further business before the committee, Chair Larsen adjourned the meeting at 10:28AM.
Resolutions
FI-R-0063-18

ACCEPTANCE AND APPROPRIATION OF
THE ILDCEO COMMUNITY SERVICES BLOCK GRANT PY18
NOTICE OF STATE AWARD (NOGA) 18-231028
COMPANY 5000 - AGENCY 1650
$1,039,715

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of $1,039,715 (ONE MILLION THIRTY-NINE THOUSAND, SEVEN HUNDRED FIFTEEN AND NO/100 DOLLARS) are available to be used to assist low-income individuals and families in becoming self-sufficient; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into NOGA 18-231028 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 term of the agreement is from January 1, 2018 through December 31, 2018; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that NOGA 18-231028 (Attachment II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $1,039,715 (ONE MILLION THIRTY-NINE THOUSAND, SEVEN HUNDRED FIFTEEN AND NO/100 DOLLARS) be made to establish the ILDCEO Community Services Block Grant PY18, Company 5000 - Accounting Unit 1650, for the period January 1, 2018 through December 31, 2018; 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

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
Resolution
FI-R-0063-18

Board by resolution.

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## ADDITIONAL APPROPRIATION TO ESTABLISH

**THE ILDCEO COMMUNITY SERVICES BLOCK GRANT PY18**

**NOTICE OF STATE AWARD 18-231028**

**COMPANY 5000 – ACCOUNTING UNIT 1650**

$1,039,715

### REVENUE

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<td>41000-0002 – Federal Operating Grant – HHS</td>
<td>$1,039,715</td>
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**TOTAL ANTICIPATED REVENUE** - $1,039,715

### EXPENDITURES

#### PERSONNEL

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<tr>
<td>50040 Part Time Help</td>
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<td>51010 Employer Share I.M.R.F.</td>
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<td>51030 Employer Share Social Security</td>
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<td>51040 Employee Med &amp; Hosp Insurance</td>
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<td>51050 Flexible Benefit Earnings</td>
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**TOTAL PERSONNEL** - $579,915

#### COMMODITIES

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<td>52200 Operating Supplies &amp; Materials</td>
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<td>52300 Drugs and Vaccine Supplies</td>
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<td>52320 Medical/Dental/Lab Supplies</td>
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**TOTAL COMMODITIES** - $15,260

#### CONTRACTUAL

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<td>53090 Other Professional Services</td>
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<td>53260 Wireless Communication Services</td>
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<td>53410 Rental of Machinery &amp; Equipment</td>
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<td>53600 Dues &amp; Memberships</td>
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<td>53610 Instruction &amp; Schooling</td>
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<td>53825-0003 CSBG Childcare</td>
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<td>53830 Other Contractual Expenses</td>
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**TOTAL CONTRACTUAL** - $444,540

**TOTAL ADDITIONAL APPROPRIATION** - $1,039,715
Agreement No 18-231028

INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

AND

DuPage County

The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road 3rd Floor, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number: SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 366006551 is Grantee’s correct EIN 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
- Limited Liability Company (select applicable tax classification)
- Corporation (Includes Not For Profit)
- Limited Liability Company (select applicable tax classification)
- Medical Corporation
- P = partnership
- Governmental Unit
- Estate or Trust
- C = corporation

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

1.2. Amount of Agreement. Grant Funds shall not exceed $1,039,715.00 of which $1,039,715.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
Page 1 of 46
1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is G-18B1ILCOSR, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award date is 10/01/2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Community Services Block Grant and Number is 93.569. The Catalog of State Financial Assistance (CSFA) Number is 420-75-0091.

1.4. Term. This Agreement shall be effective on 01/01/2018 and shall expire on 12/31/2018, unless terminated pursuant to this Agreement.

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

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

ILLOIS 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: 01/01/18

Printed Name: Mary Keating

Printed Title: Director

Email: Mary.Keating@dupageco.org

By: ____________________________
Signature of First Other Approver, if Applicable

Date: ____________________________

Printed Name: ____________________________

Printed Title: ____________________________

By: ____________________________
Signature of Second Other Approver, if Applicable

Date: ____________________________

Printed Name: ____________________________

Printed Title: ____________________________

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
Page 2 of 46
ARTICLE II
REQUIRED REPRESENTATIONS

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

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

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

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

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

2.3. **Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. **Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


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

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

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

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

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

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

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

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

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

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

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

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

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

"FAIN" means the Federal Award Identification Number.

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

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

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

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

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

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

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

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

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

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

“Program” means the services to be provided pursuant to this Agreement.

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

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

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

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

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

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

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

4.2. **Illinois Grant Funds Recovery Act.** Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. **Cash Management Improvement Act of 1990.** Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

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

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

4.6. **Interest.**

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

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

(c) A Grantee who is required to reimburse Grant Funds pursuant to a collection action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017

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Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Granter within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Granter cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Granter and may request an extension of time to submit the payment request. Granter’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

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

> By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

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

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

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

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

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

**ARTICLE VII
ALLOWABLE COSTS

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

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

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

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

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

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

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

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.
7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

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

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

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

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

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.
(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

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

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 705/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

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

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

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

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

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

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

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

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

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

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

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

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

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

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
Environmental Protection Act Violations. Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

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

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

ARTICLE IX
CRIMINAL DISCLOSURE

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

ARTICLE X
UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


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

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

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

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

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. *Records Retention*. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

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

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

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ICS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. **Close-out Reports.**

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

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. **Annual Financial Reports.**

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

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

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

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

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

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

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XV
AUDIT REQUIREMENTS

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

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the audit period.

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

(i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

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

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

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

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a State of Illinois

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partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

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

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

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

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

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

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

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

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

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

15.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII**

**SUBCONTRACTS/SUB-GRANTS**

17.1. **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**ARTICLE XVIII**

**NOTICE OF CHANGE**

18.1. **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee’s legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. **Failure to Provide Notification.** Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

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

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

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

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

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST


21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentation 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 instrumentation of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentation of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

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

ARTICLE XXII
EQUIPMENT OR PROPERTY

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

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

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

**ARTICLE XXIII**

**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XXIV**

**INSURANCE**

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

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

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

25.2. **Liability.** Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI
MISCELLANEOUS

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

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

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

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

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

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

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

26.8. **Applicable Law: Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 22 of 46
not waive sovereign immunity by entering into this Agreement.

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

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

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

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

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

AUTHORITY: The Department is authorized to make this Grant pursuant to 42 U.S.C.A. 9901 et seq. and 20 ILCS 625.

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

Program Objective

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

DELIVERABLES OR MILESTONES

See Attachment A. CSBG Work Program Summary
EXHIBIT C

PAYMENT

Grantee shall receive $1,039,715.00 under this Agreement.

Enter specific terms of payment here:

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

Reimbursement

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

Pre-Award Costs

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

See Attachment B. Uniform Grant Budget
CONTACT INFORMATION

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

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

GRANTOR CONTACT

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

GRANTEE CONTACT

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

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

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

Authorized Designee Signature:  
Authorized Signatory Approval:  

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

Authorized Designee Signature:  
Authorized Signatory Approval:  

State of Illinois

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Illinois Department of Commerce and Economic Opportunity

Notification of Additional Authorized Designee

Grantee Name: DuPage County Department of Community Services

DCEO Grant Number(s): 18-231028

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

Date: 9/25/17

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

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

Authorized Designee: Lisa Hamilton
Authorized Designee Title: I&R Coordinator
Authorized Designee Phone: (630) 407-6465

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

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

Authorized Designee Signature: ___
Authorized Signatory Approval: ___

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

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

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

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

PERFORMANCE MEASURES

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

SPECIFIC CONDITIONS

See Attachment C. Exhibit G Continued Special Conditions.
PART TWO - THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII
AUTHORIZED SIGNATORY

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

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

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

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

externalauditunit@illinois.gov

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

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

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

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

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

30.2. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI
ADDITIONAL BUDGET PROVISIONS

31.1. Restrictions on Discretionary Line Item Transfers. Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII
ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

(a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

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

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

Any request for an exception to the provisions of this paragraph 32.l(d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

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

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

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

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

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

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

33.3 Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. (GFRA), for the recovery of grant funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor’s Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) shall govern these proceedings.

33.4 Grantee Responsibility. Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS

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

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

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

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 35 of 46
administered compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Granter will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and C) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, subject to the Granter’s discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

ARTICLE XXXV
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

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

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

ARTICLE XXXVI
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

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

ARTICLE XXXVII
APPLICABLE STATUTES

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

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

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.4). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Granter identifying each beneficiary of the land trust by name and address and defining such interest therein.
37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Historic Preservation Agency. 20 ILCS 3420/3(f).

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

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

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

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

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

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

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

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

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

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

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

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

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

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

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

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

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

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

40.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to paragraph 13.3(a) of this Agreement to determine whether you are required to submit Annual Financial Reports.

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

April 2018

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

July 2018

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

October 2018

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

January 2019

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

March 2019

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

May 2019

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

May 2020

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

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

ARTICLE XLI

GRANT-SPECIFIC TERMS/CONDITIONS

41.1.

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

Method of Compensation
In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the program. Further, costs charged under this Agreement cannot exceed the total award of this grant.

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

Additional Budget Modifications

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

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

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

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

Unilateral Modifications
The parties agree that Grantor may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement.

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to the Department for review and approval prior to incurring any travel costs.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity’s non-federally-funded activities and in accordance with non-Federal entity’s written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

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

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property costing $5,000 or more without the Department’s prior approval. The Grantee agrees to comply with 45 C.F.R. 75.316-323, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017 Page 42 of 46
real property, equipment, and supplies acquired under this Agreement and real property, equipment, and
supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to
all equipment or non-expendable tangible personal property purchased with Grant Funds for program
operation subject to the following: It is understood that non-expendable personal property purchased by
the Grantee with Grant Funds and non-expendable personal property received from the granter shall not
be the property of the Grantee but must be held by in trust for the benefit of the people of the State of
Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the
prior written approval of the Department. Equipment must be used on the original project as long as
needed. While being used on the original project, equipment may be made available for “shared use”
with other activities, provided that use will not interfere with its use for the original project. When no
longer needed for the original purpose, equipment may be used for other projects subject to the
Department’s written approval. The Grantee must maintain appropriate property records and annually
conduct an inventory of all equipment or nonexpendable personal property purchased with Grant Funds.
Within thirty (30) days of receipt of purchased equipment, an “Equipment Acquisition Form” must be
completed and sent to the Department. Upon the termination of the Agreement and upon the election of
the Department, the Grantee must surrender possession of such property to the Department.

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

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

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

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

Further, the Department reserves the right to conduct limited scope audits, at any time, of any Grant Funds expended under this Agreement or of the Grantee’s agency-wide financial statements. The Department must have the right to examine corporate books and records which may be necessary to test the allocation equity of Grant Funds and to determine the ability of the Grantee to safeguard the Grant Funds. The Grantee must fully cooperate, in a timely manner, in preparing for and conducting the audit and in the resolution of audit findings.

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

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

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

Grantee performance will be measured in part on the effective use of a Result Oriented Management and Accountability ("ROMA") system pursuant to the CSBG Act, specifically 42 U.S.C.A. §9908 and §9917(b). In addition, Grantee will be evaluated based on compliance with "Organizational Standards for CSBG Eligible Entities" established under 6788 of the CSBG Act (42 U.S.C. §9914) and the Community Services Block Grant Information Memorandum Transmittal No. 138.

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

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

Publication, Reproduction and Use of Material
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under the Agreement.

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

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

Bond and Depository Insurance Requirements
Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

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

No Discrimination in Services
Grantee must comply with:

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

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

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

Fraud and/or Abuse
Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-contractor, Department employee or Department contractor. Grantee shall make this report within three (3) days of first suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Grantee must report to OEIG as described in the Agreement.
in the first sentence above. Grantee shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph precludes the Grantee or sub-contractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

**Political Activity**

Programs assisted by CSBG Grant Funds shall not be carried out in a manner involving the use of grant funds for any political activity. The provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity is considered an unallowable activity. Any political activity associated with a candidate, or containing faction or group, in an election for public or party office is also not an allowable expense. In addition, any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity is unallowable.
Attachment A. CSBG Work Program Summary
Name Of Agency Reporting: **DuPage County Community Services**

Grant Number: **18-231028**

### Employment

**01.011 Skills Training and Opportunities for Experience (1)**

Outreach Community Ministries (Sub-grantee) will operate an Employment Opportunity Program for economically disadvantaged youth and young adults who are not attending school and need to develop their job skills to attain employment.

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

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### 01.021 Career Counseling (1)

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

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

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### 01.031 Job Search (1)

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

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

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### Education and Cognitive Development

02.061 Educational Financial Aid Assistance (1)

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

- **Persons:** 6
- **Outcome Target:** 6
- **CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

### Outcome Measure(s):

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

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### Income, Infrastructure, and Asset Building

03.011 Training and Counseling Services (1)

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

- **Persons:** 60
- **Outcome Target:** 65
- **CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.

### Outcome Measure(s):

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

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### Housing

04.011 Housing Payment Assistance (1)

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

- **Persons:** 15
- **Outcome Target:** 20
- **CSBG Goal:** Individuals and Families with low incomes are stable and achieve economic security.
Outcome Measure(s):
04.02A Households who maintained safe and affordable housing for 90 days
04.05 Households who avoided eviction
04.06 Households who avoided foreclosure

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04.041 Housing Placement/Rapid Re-Housing (1)
Catholic Charities Hope House (Sub-grantee) will provide emergency shelter, counseling, job coaching and housing assistance to homeless individuals and families. Hope House will be open, 24 hours, 7 days a week.

Persons: 80
Outcome Target: 80
CSBG Goal #: 01

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

Outcome Measure(s):
04.01 Households experiencing homelessness who obtained safe temporary shelter

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04.042 Housing Placement/Rapid Re-Housing (2)
Midwest Shelter for Homeless Veterans (Sub-Grantee) will provide homeless veterans with post-traumatic stress disorder and/or substance abuse history temporary housing and supportive services to help obtain permanent housing and become economically secure.

Persons: 9
Outcome Target: 9
CSBG Goal #: 01

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

Outcome Measure(s):
04.01 Households experiencing homelessness who obtained safe temporary shelter
05.03 Individuals who demonstrated improved mental and behavioral health and well-being

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Health and Social/Behavioral Development (includes nutrition)

Total Persons: 2,980
Total Outcome: 2,981

05.061 Dental Services, Screenings and Exams (1)
DuPage County Health Department and DuPage County Department of Community Services Intake and Referral unit will provide assistance with prescriptions, medical supplies, dental treatment/fees, and/or medical fees for CSBG eligible clients who are uninsured or lack comprehensive insurance coverage. Will also provide access to health care by assisting eligible clients in completing application for Access DuPage, ACA/Marketplace and Medicaid/Medicare.

Persons: 300
Outcome Target: 301
CSBG Goal #: 01

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

Outcome Measure(s):
05.02 Individuals who demonstrated improved physical health and well-being

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

Persons: 2680
Outcome Target: 2680
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

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

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West Suburban Community Pantry will receive $4000 to provide 80 eligible households with car seats or booster seats.

Persons: 70
Outcome Target: 120
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

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

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

Persons: 4800
Outcome Target: 4800
CSBG Goal #: 01
CSBG Goal: Individuals and Families with low incomes are stable and achieve economic security.

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

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DuPage County Department of Community Services Intake and Referral unit will provide comprehensive assessment, intake, information, advocacy, and referral services to CSBG eligible clients.
Prairie State Legal Services (Sub-grantee) will provide legal assistance to homeless individuals and families to facilitate their transition to self-sufficiency and to better enable them to secure housing.

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

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**07.111 Emergency Clothing Assistance (1)**

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

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

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

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

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

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**Agenda Capacity Building**

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

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

**Outcome Target:** 3

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**Persons:** 25

**CSBG Goal #:** 01

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

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**Persons:** 400

**CSBG Goal #:** 01

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

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**Persons:** 120

**CSBG Goal #:** 01

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

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**Persons:** 120

**CSBG Goal #:** 01

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

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**Persons:** 3

**CSBG Goal #:** 00

**CSBG Goal:** CSBG Eligible Entity Capacity Building
### Outcome Measure(s):

00.02 Hours of Agency Staff in capacity building activities

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#### Grant 18-231028 Work Program Totals

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Attachment B. Uniform Grant Budget
### Section A: State of Illinois Funds

#### Revenues

State of Illinois Grant Amount Requested

- **Summary:** $1,039,715.00

#### Budget Expenditure Categories

1. Personnel (200.430)
   - **0101 PERSONNEL (SALARIES & WAGES):** $402,547.00
   - **0102 FRINGE BENEFITS:** $146,773.00
   - **0103 TRAVEL:** $6,300.00

2. Fringe Benefits (200.431)
   - **0102 FRINGE BENEFITS:** $146,773.00

3. Travel (200.474)
   - **0103 TRAVEL:** $6,300.00

4. Equipment (200.439)

5. Supplies (200.94)
   - **0105 SUPPLIES:** $2,760.00

6. Contractual/Subawards (200.318 and .92)
   - **0106 CONTRACTUAL SERVICES:** $270,385.00

7. Consultant (200.459)

8. Construction

9. Occupancy (200.465)

10. Research and Development (200.87)

11. Telecommunications
   - **0111 TELECOMMUNICATIONS:** $1,700.00

12. Training and Education (200.472)
   - **0112 TRAINING AND EDUCATION:** $4,800.00

13. Direct Administrative Costs (200.413)
   - **0313 DIRECT ADMINISTRATIVE COSTS:** $32,300.00

14. Miscellaneous Costs
   - **0114 MISCELLANEOUS COSTS:** $7,900.00

15. Grant Exclusive Line Item(s)
   - **0201 CLIENT ASSIST. - BENEFITS:** $164,250.00
   - **0402 SPECIAL - T&TA:** $35,250.00
   - **0403 SPECIAL - ECON DEV/JOB TRAIN:** $9,000.00
   - **0403 SPECIAL - ECON DEV/JOB TRAIN:** $120,000.00

16. Total Direct Costs (add lines 1-15)
   - **$1,039,715.00**

17. Total Indirect Costs (200.414)
   - **Rate:** N/A
   - **Base:** N/A

18. Total Costs State Grant Funds (Lines 16 and 17)
   - **$1,039,715.00**
SECTION A - Continued - Indirect Cost Rate Information

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

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

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

Select ONLY One:

1) O 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) O Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) O 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) O 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) O For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
   - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(S); or
   - complies with other statutory policies.

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

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

Rate: 

Period Covered By NICRA: From: To: Approving Federal or State Agency:
Indirect Cost Rate: % The Distribution Base Is:
Grantee: DuPage County

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

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

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

**Organization Name:** DuPage  
**CSFA Number:** 420-75-0091  
**Grant Number:** 18-231028

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**Final Budget Amount Approved**

$1,039,715

**Program Approval Signature**

Date: 1/2/18

**Fiscal & Administrative Approval**

Date: 1/2/18

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6.A.b

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§200.308 Revision of budget and program plans

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

**DuPage County Department of Community Services**

**Special Conditions**

<table>
<thead>
<tr>
<th>PRAQ Section:</th>
<th>2b - History of Performance - External</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Problem for</strong></td>
<td><strong>Clarification/Resolution:</strong> The grantee indicated that more than 20% of their Community Service Block Grant (CSBG) award is subcontracted to another entity. Along with that, the subcontracted entity performs programmatic responsibilities such as: participant eligibility determination, performance reporting, and &quot;program delivery, and financial reporting. Eligibility includes but is not limited to; intake and determination of eligibility of applicants applying for CSBG services. Performance reporting includes but is not limited to; the reporting of progress toward completion of the CSBG work program to meet scope and performance measures. Program delivery may include, but is not limited to: subcontracted intake and approval, provisions of services based on the work program definitions. Financial reporting includes but is not limited to; maintain audit trail and process any and all financial transaction required for the work program. Provide details regarding financial for the work program to meet performance measures defined within the work program.</td>
</tr>
<tr>
<td><strong>Conditions:</strong></td>
<td>The grantee must demonstrate adequate oversight and monitoring of sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract(s).</td>
</tr>
<tr>
<td><strong>Risk Explanation:</strong></td>
<td>Medium to high risk indicates limited experience with sub-grantee(s), sub-recipient(s), sub-award(s), or sub-contract awards. This increases the likelihood of compliance and/or performance issues with the third-party entity.</td>
</tr>
<tr>
<td><strong>How to Resolve:</strong></td>
<td>The grantee must also provide documented proof of onsite monitoring and audits efforts performed to ensure that the subcontracted entity is compliant with the conditions of the contract and all programmatic requirements.</td>
</tr>
<tr>
<td><strong>Timeframe:</strong></td>
<td>The grantee must provide activity reports for the sub-grantee as an addendum to the programmatic quarterly report. Documentation of onsite monitoring must be made available upon request. The reports are due 30 days after the end of each quarter.</td>
</tr>
</tbody>
</table>
Resolution
FI-R-0064-18

ADDITIONAL APPROPRIATION
SUBSIDIZED TAXI FUND
COMPANY 1000, ACCOUNTING UNIT 1620
$1,105

WHEREAS, appropriations for the Subsidized Taxi Fund for Fiscal Year 2017 were adopted by the County Board pursuant to Ordinance FI-O-0042-16; and

WHEREAS, due to an increase in contractual expenditures and also an increase in revenue, the Subsidized Taxi Fund has a need for an additional appropriation in the Subsidized Taxi Fund in Fiscal Year 2017; and

WHEREAS, the current budget in the Subsidized Taxi Fund does not include sufficient appropriations to accommodate said contractual expenditures; and

WHEREAS, the amount necessary to accommodate said contractual expenditures is $1,105 (ONE THOUSAND, ONE HUNDRED AND FIVE DOLLARS); and

WHEREAS, there is projected to be sufficient unappropriated cash in the Subsidized Taxi Fund to support an additional appropriation of $1,105 (ONE THOUSAND, ONE HUNDRED AND FIVE DOLLARS); and

WHEREAS, the DuPage County Board 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 appropriation on the attached sheet (Attachment) in the amount of $1,105 (ONE THOUSAND, ONE HUNDRED AND FIVE DOLLARS) is hereby accepted and added to the Fiscal Year 2017 Appropriation Ordinance.

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
ADDITIONAL APPROPRIATION
SUBSIDIZED TAXI FUND
COMPANY 1000, ACCOUNTING UNIT 1620
$1,105

FUNDING SOURCE

1000-1620-41711 – Subsidized Taxi Program  $ 1,105

Total Funding Source  $1,105

EXPENDITURES

CONTRACTUAL

53827 – Para Transit Program Expense  $ 1,105

Total Contractual  $1,105

TOTAL ADDITIONAL APPROPRIATION

COMPANY 1000, ACCOUNTING UNIT 1620  $1,105
Resolution
FI-R-0065-18

ACCEPTANCE AND APPROPRIATION OF THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM HHS GRANT FY18
INTER-GOVERNMENTAL AGREEMENT NO. 18-224028
COMPANY 5000 - ACCOUNTING UNIT 1420
$1,398,103

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of $1,398,103 (ONE MILLION, THREE HUNDRED NINETY-EIGHT THOUSAND, ONE HUNDRED THREE AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 18-224028 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 October 1, 2017 through June 30, 2019; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 18-224028 (Attachment II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) be made to establish the Low Income Home Energy Assistance Program HHS Grant FY18, Company 5000 - Accounting Unit 1420 for the period October 1, 2017 through June 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-0065-18

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 13th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**ADDITIONAL APPROPRIATION TO ESTABLISH**
**THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM GRANT FY18**
**INTER-GOVERNMENTAL AGREEMENT NO. 18-224028**
**COMPANY 5000 – ACCOUNTING UNIT 1420**
**$1,398,103**

**REVENUE**

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<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>41000-0002</td>
<td>Federal Operating Grant – HHS</td>
<td>$1,398,103</td>
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**TOTAL ANTICIPATED REVENUE**  
$1,398,103

**EXPENDITURES**

**PERSONNEL**

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<th>Code</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>50000</td>
<td>Regular Salaries</td>
<td>$78,292</td>
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<td>50010</td>
<td>Overtime</td>
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<tr>
<td>50050</td>
<td>Temporary Salaries</td>
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<tr>
<td>51010</td>
<td>Employer Share I.M.R.F.</td>
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<td>51030</td>
<td>Employer Share Social Security</td>
<td>7,948</td>
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<td>51040</td>
<td>Employee Med &amp; Hosp Insurance</td>
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<td>51050</td>
<td>Flexible Benefit Earnings</td>
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**TOTAL PERSONNEL**  
$134,197

**COMMODITIES**

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<td>52000</td>
<td>Furn/Mach/Equip Small Value</td>
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<td>52100</td>
<td>Data Processing Equip-Small Value</td>
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<tr>
<td>52200</td>
<td>Operating Supplies &amp; Materials</td>
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**TOTAL COMMODITIES**  
$3,500

**CONTRACTUAL**

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<tr>
<td>53000</td>
<td>Auditing &amp; Accounting Services</td>
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<td>53090</td>
<td>Other Professional Services</td>
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<tr>
<td>53260</td>
<td>Wireless Communication Services</td>
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<tr>
<td>53410</td>
<td>Rental of Machinery &amp; Equipment</td>
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</tr>
<tr>
<td>53500</td>
<td>Mileage Expense</td>
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<td>Travel Expense</td>
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<td>53600</td>
<td>Dues &amp; Memberships</td>
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<td>53610</td>
<td>Instruction &amp; Schooling</td>
<td>172</td>
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<tr>
<td>53800</td>
<td>Printing</td>
<td>2,500</td>
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<tr>
<td>53803</td>
<td>Miscellaneous Meeting Expense</td>
<td>150</td>
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<tr>
<td>53804</td>
<td>Postage &amp; Postal Charges</td>
<td>875</td>
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<td>53821</td>
<td>Energy Grants</td>
<td>1,182,096</td>
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<tr>
<td>53830</td>
<td>Other Contractual</td>
<td>270</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTUAL**  
$1,260,406

**TOTAL ADDITIONAL APPROPRIATION**  
$1,398,103
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
- X Governmental Unit
- Estate or Trust
- Pharmacy-Non Corporate
- Pharmacy/Funeral Home/Cemetery Corp.
- Tax Exempt
- Limited Liability Company (select applicable tax classification)
- P = partnership
- C = corporation

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

1.2. Amount of Agreement. Grant Funds shall not exceed $1,398,103.00 of which $1,398,103.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is G-1802ILLIEA, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award.

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
Page 1 of 45

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1.4. **Term.** This Agreement shall be effective on **10/01/2017** and shall expire on **06/30/2019**, 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: ________________________________  
Designee

**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 Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. **Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. **Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:


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

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

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

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

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

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

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

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

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

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

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

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

“Program” means the services to be provided pursuant to this Agreement.

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

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

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

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

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

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.
ARTICLE IV
PAYMENT

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

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.

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

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

4.6. Interest.

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

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

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO or PART THREE. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

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

> By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

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

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

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

**ARTICLE VI**

**BUDGET**

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.
6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

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

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

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

**ARTICLE VII**

**ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**

(a) This Paragraph 7.2 applies only to:

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

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

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

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

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

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.
7.4. **Higher Education Cost Principles.** The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Government Cost Principles.** The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

   (a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

      (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

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

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

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

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

   (d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.
(e) **Cash Management.** Requests for advance payment shall be limited to Grantee’s immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

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

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

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

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

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

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

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

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

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

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

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

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.).

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.).

Debarment. Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

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.

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.

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.

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).

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

Illinois Use Tax. Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

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

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

**ARTICLE IX**
**CRIMINAL DISCLOSURE**

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

**ARTICLE X**
**UNLAWFUL DISCRIMINATION**

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);


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

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and

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

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

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

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

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

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(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.


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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

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

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

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

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

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

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

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee’s failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

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

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XV
AUDIT REQUIREMENTS

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

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the audit period.

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

(i) If, during its fiscal year, Grantee expends more than $300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

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

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

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

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a State of Illinois

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partial termination, the portion to be terminated. If Grantor determines in the case of a partial
termination that the reduced or modified portion of the Award will not accomplish the purposes for
which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

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

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

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

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

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and
conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR
200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions,
Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor
policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the
State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or
takes any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to
object and challenge such suspension, termination or other action by Grantor in accordance with any applicable
processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee
Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

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

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

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

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

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

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor of these changes.

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

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

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

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

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST


21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

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

ARTICLE XXII
EQUIPMENT OR PROPERTY

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

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

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

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XXIV
INSURANCE**

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

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

LAWSUITS

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

25.2. **Liability.** Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI

MISCELLANEOUS

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

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

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

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

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

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

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

26.8. **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does State of Illinois

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not waive sovereign immunity by entering into this Agreement.

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

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

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

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

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

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

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

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

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

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

AUTHORITY: The Department is authorized to make this Grant pursuant to 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:

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

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

Program Objective

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

DELIVERABLES OR MILESTONES

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

- Grantee shall make payments under this Grant with respect to households with income which do not exceed 150% of the poverty level for the State of Illinois.

- Grantee shall place top priority on outreach efforts to the elderly and disabled populations, but must not discriminate against any other population groups. Grantee must conduct outreach activities designed to ensure that eligible households are made aware of the assistance available under this Grant, and any similar energy-related assistance available under the Federal and State statutes and rules referenced in Section 4.4, including Subpart H of the Department of Health and Human Services Energy Assistance Block Grant Regulations (45 CFR 96), Title XXVI of the Omnibus Budget Reconciliation Act of 1981 establishing the Low-Income Home Energy Assistance Act of 1981 (the “Act”), the Federal Economic Opportunity Act of 1964 (42 U.S.C.A. § 2701 (see also, 42 USCA § 8621 et seq Chapter 94, Subchapter II)), the Energy Assistance Act (305 ILCS 20), and the Illinois Administrative Rules (45 Ill. Adm. Code 100).

- Grantee shall coordinate activities under this Grant with similar and related programs administered by the Federal government and the State of Illinois, particularly low income energy-related programs under Subtitle VI (relating to Community Services Block Grant Program), under the Supplemental Security Income Program, under Part A of Title IV of the Social Security Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 (42 U.S.C.A. § 2701 (see also, 42 USCA § 8621 et seq., Chapter 94, Subchapter II)) before the date of the enactment of this Act.

- Grantee shall provide, in a manner consistent with the efficient and timely payment of benefits, the highest level of assistance to those households which have the lowest incomes and the highest energy costs in relation to income, also taking into account the number of members in the household.

- Grantee shall establish procedures to notify each participating household of the amount of assistance paid on its behalf. Grantee shall assure that no payment is made to a home energy supplier unless the Grantee or the Grantor has a separate written agreement outlining the terms for the supplier’s acceptance of such payment.

- Grantee shall provide assurances that owners and renters will be treated equitably under the LIHEAP.


- Grantee shall provide the beneficiary an opportunity to participate in a fair hearing and appeal process if the individual’s claims for assistance under the LIHEAP State Plan described is denied or not acted upon with reasonable promptness (47 Ill. Adm. Code 100.90).

- Grantee shall, with its implementation plan, submit a detailed description of its intake/outreach processing and approval systems to the Grantor. If an appointment system is used, then it too should be described in detail. Grantee shall maintain its detailed description of the intake/outreach processing and approval systems on file for the Grantor’s review.
• Grantee shall respond in writing to all written technical assistance recommendations by the Grantor. The Grantee must submit all required reports to the Grantor, in the prescribed manner, by the required date of submission. A list of all required reports is outlined in the Grantor OEA program manual(s).

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

PAYMENT

Grantee shall receive $1,398,103.00 under this Agreement.

Enter specific terms of payment here:

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

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

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

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

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

GRANTOR CONTACT

Name: Marie McLean
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-558-2849
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Marie.McLean@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: Jennifer Novak Chan
Authorized Designee Title: Community Development Administrator
Authorized Designee Phone: 630-407-6459
Authorized Designee Email: Jenifer.Chan@dupageco.org

Authorized Designee Signature: __________________________
Authorized Signatory Approval: __________________________

Authorized Designee: Kimberly J. Mehring
Authorized Designee Title: Assistant Financial Services Administrator
Authorized Designee Phone: 630-407-6165
Authorized Designee Email: Kimberly.Mehring@dupageco.org

Authorized Designee Signature: __________________________
Authorized Signatory Approval: __________________________
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

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

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

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

SPECIFIC CONDITIONS

No Specific Conditions.
PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII
AUTHORIZED SIGNATORY

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

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

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

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

externalauditunit@illinois.gov

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

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

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

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

ADDITIONAL INTEREST PROVISIONS

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

30.2. **Interest Earned on Grant Funds.** Interest earned on Grant Funds in an amount up to $500 per year may be retained by the Grantee for administrative expenses. Any additional interest earned on Grant Funds above $500 per year must be returned to the Grantor pursuant to paragraphs 4.2 and 33.2 herein, or as otherwise instructed by the Grant Manager or as set forth in PART THREE. All interest earned must be expended prior to Grant Funds. All reporting documents should reflect the full expenditure of any interest earned. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Department as described in paragraphs 4.2 and 33.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in Article XIII herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this paragraph 30.2 are inapplicable to the extent any statute or rule provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in PART THREE.

ARTICLE XXXI

ADDITIONAL BUDGET PROVISIONS

31.1. **Restrictions on Discretionary Line Item Transfers.** Unless set forth otherwise in PART THREE herein, Budget line item transfers within the guidelines set forth in paragraph 6.3 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 2 CFR 200.308.

ARTICLE XXXII

ADDITIONAL REPRESENTATIONS AND WARRANTIES

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

(a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee’s services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee’s knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
(d) That to the best of the Grantee’s knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

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

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

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

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

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

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

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

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

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

33.3 Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. (GFRA), for the recovery of grant funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor’s Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) shall govern these proceedings.

33.4 Grantee Responsibility. Grantee shall be held responsible for the expenditure of all funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.338 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS

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

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

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

34.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in

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administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

34.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and E) must be completed during the Grant Term set forth in paragraph 1.4 herein. Extensions of the Grant Term will be granted only for good cause, and only in increments of six (6) months, subject to the Grantor’s discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et seq.), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Grant Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Grant Term or extended Grant Term, as applicable, stating the reason for the extension.

ARTICLE XXXV
ADDITIONAL CONFLICT OF INTEREST PROVISIONS

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

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

ARTICLE XXXVI
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS

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

ARTICLE XXXVII
APPLICABLE STATUTES

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

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

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.
37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Historic Preservation Agency. 20 ILCS 3420/3(f).

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

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

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

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

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

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

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

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

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

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

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

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

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

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

January 2018

• Quarterly Periodic Financial Report (01/30/2018) - Covering Period of 10/01/2017 - 12/31/2017; Send To: Grant Manager
• Quarterly Periodic Performance Report (01/30/2018) - Covering Period of 10/01/2017 - 12/31/2017; Send To: Grant Manager

April 2018

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

May 2018

• Annual FY Financial Report (05/29/2018) - Covering Period of 12/01/2016 - 11/30/2017; Send To: Grant Manager

July 2018

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

October 2018

• Quarterly Periodic Financial Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
• Quarterly Periodic Performance Report (10/30/2018) - Covering Period of 07/01/2018 - 09/30/2018; Send To: Grant Manager
January 2019

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

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

May 2019

- Annual FY Financial Report (05/29/2019) - Covering Period of 12/01/2017 - 11/30/2018; 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

August 2019

- End of grant Closeout Financial Report (08/29/2019) - Covering Period of 10/01/2017 - 06/30/2019; Send To: Grant Manager
- End of grant Closeout Performance Report (08/29/2019) - Covering Period of 10/01/2017 - 06/30/2019; Send To: Grant Manager

May 2020

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

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

ARTICLE XLI
GRANT-SPECIFIC TERMS/CONDITIONS

41.1. Federal Grant Requirements
Notwithstanding anything herein to the contrary, this Grant is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards at 45 CFR Part 75 et. seq., which implement the language in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200, (the “Uniform Requirements”). All references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein. Grantee continues to be subject to the block grant rules under 45 CFR Part 96 et. seq.

Any specific exceptions to the Uniform Requirements adopted by HHS may be found at 2 CFR Part 300 et. seq.

This Agreement is issued contingent upon the Grantee’s successful completion of the 2017 LIHEAP. Failure of the Grantee to comply with the terms and conditions of the 2017 LIHEAP grant agreement may result in termination of this Agreement.

**Administrative Costs**
Grantee shall receive reimbursement for allowable costs under the Administration, Assurance 16 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 Categories. As an example, an agency which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for Administration, Assurance 16 and Program Support respectively.

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

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

**Method of Compensation**
In addition to the Grant 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.

Costs allocated to the Grant must conform to the cost principles established in the Low Income Energy Assistance Block Grant Act (42 USC §§ 8621-8629) and the federal Energy Conservation and Production Act of 1976, (P.L. 94-385). Further, costs charged to this Grant cannot exceed the total award of the Grant.

**Additional Audit Requirements**
Grantee shall be subject to any and all applicable audit requirements under Subpart F of 45 CFR Part 75. For sake of clarification, the Federal Office of Management and Budget combined and streamlined OMB circular A-133 into the Uniform Requirements.

Further, 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 costing $5,000 or more without Grantor’s prior approval. The Grantee agrees to comply with 2 C.F.R. §§200.310-200.316, as applicable to its organization, in the management of property. Further, real property, equipment, and supplies includes real property, equipment, and supplies acquired under this Agreement and real property, equipment, and supplies transferred to this Agreement from prior agreements. The Grantee may hold title in its name to all equipment or non-expendable tangible personal property purchased with Grant Funds for program operation subject to the following: It is understood that non-expendable personal property purchased by the Grantee with Grant Funds and nonexpendable personal property received from the grantor shall not be the property of the Grantee but must be held by in trust for the benefit of the people of the State of Illinois. As such, the Grantee must not sell, abandon or otherwise dispose of such property without the prior written approval of Grantor. Equipment must be used on the original project as long as needed. While being used on the original project, equipment may be made available for “shared use” with other activities, provided that use will not interfere with its use for the original project. When no longer needed for the original purpose, equipment may be used for other projects subject to Grantor’s written approval. The Grantee must maintain appropriate property records and annually conduct an inventory of all equipment or nonexpendable personal property purchased with Grant Funds. Within thirty (30) days of receipt of purchased equipment, an “Equipment Acquisition Form” must be completed and sent to Grantor. Upon the termination of the Agreement and upon the election of Grantor, the Grantee must surrender possession of such property to Grantor.

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

Travel Costs
Costs in accordance with the latest Federal domestic lodging, travel, meals and incidental rates are allowable for expenses incurred by employees who are in travel status on official business performing duties/services related to this Agreement. Grantee must retain receipts on file as source documentation for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 CFR Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to Grantor for review and approval prior to incurring any travel costs.

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity’s non-federally-funded activities and in accordance with non-Federal entity’s written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

Publication, Reproduction and Use of Material
No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. 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 Article 8.1(k), Grantee must certify that all current and prospective employees, contractors and subcontractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.
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Bond and Depository Insurance Requirements
Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

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

Dedication of Grant Funds
Grantee must use the Grant Funds provided under this Agreement for the LIHEAP to meet LIHEAP funding prerequisites as prescribed in Exhibits A and B.

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

Additional Budget Modifications
Grantee expressly understands and agrees that the total available amount of the Grant is contingent upon the Grantee’s ability to spend the Grant Funds in accordance with Exhibits A and B. Grantor reserves the right to establish an initial available funding amount based on programmatic performance in previous years. A modification to the Grantee’s available funding budget will be initiated at the time the Client Assistance and Reconnection Assistance cost category has been expended, or if the Grantee fails to expend funds in accordance with Exhibits A and B, or at the time additional funds are deemed necessary.

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

1. Program Support cost categories may be decreased, but in NO event shall they be increased without prior written approval from Grantor.
2. Administrative cost categories may NOT be increased or decreased without prior written approval from Grantor.
3. Client Assistance and Special Program cost category line items may vary up to 25% more than the approved budget amount. Notice must be given to Fiscal Operations Supervisor, so the county allocation screen will reflect this change.

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

Unilateral Modifications
The parties agree that Grantor may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement.

No Discrimination in Services
Grantee must comply with:
A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2018 / 03 15 2017
Page 44 of 45
national origin be excluded from participation in, be denied the benefits of or be otherwise subjected
to discrimination under any program or activity for which the applicant receives federal financial
assistance and must immediately take any measures necessary to effectuate this assurance.

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

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

Fraud and/or Abuse

Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud,
abuse or misconduct associated with any service or function provided for under this contract by any parties
directly or indirectly affiliated with this Agreement including but not limited to, Grantee staff, Grantee sub-
contractor, Grantor employee or Grantor contractor. Grantee shall make this report within three (3) days of first
suspecting fraud, abuse or misconduct. Grantee shall not conduct any investigation of the suspected fraud, abuse
or misconduct without the express concurrence of the OEIG; the foregoing notwithstanding, the Grantee may
conduct and continue investigations necessary to determine whether reporting is required under this paragraph.
Grantee must report to OEIG as described in the first sentence above. Grantee shall cooperate with all
investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Grantee shall require
adherence with these requirements in any contracts it enters into with sub-contractors. Nothing in this paragraph
precludes the Grantee or sub-contractors from establishing measures to maintain quality of services and control
costs that are consistent with their usual business practices, conducting themselves in accordance with their
respective legal or contractual obligations or taking internal personnel-related actions.
Attachment A. Budget
## Section A: State of Illinois Funds

**Revenues**
- **State of Illinois Grant Amount Requested**: $1,398,103.00

### Budget Expenditure Categories

1. **Personnel (200.430)**
   - **0101 PERSONNEL SALARIES AND WAGES**: $52,410.00
   - **0102 FRINGE BENEFITS**: $14,458.00

2. **Fringe Benefits (200.431)**
   - **0102 FRINGE BENEFITS**: $14,458.00

3. **Travel (200.474)**
4. **Equipment (200.439)**
5. **Supplies (200.94)**
6. **Contractual/Subawards (200.318 and .92)**
7. **Consultant (200.459)**
8. **Construction**
9. **Occupancy (200.465)**
10. **Research and Development (200.87)**
11. **Telecommunications**
12. **Training and Education (200.472)**
13. **Direct Administrative Costs (200.413)**
   - **0301 DIRECT ADMINISTRATIVE COSTS**: $83,886.00
14. **Miscellaneous Costs**
   - **0114 MISCELLANEOUS**: $3,037.00
15. **Grant Exclusive Line Item(s)**
   - **0201 DIRECT CLIENT BENEFITS**: $1,244,312.00
16. **Total Direct Costs (add lines 1-15)**
   - **Total**: $1,398,103.00
17. **Total Indirect Costs (200.414)**
   - **Rate**: 
   - **Base**: 
   - **Total**: $1,398,103.00
18. **Total Costs State Grant Funds (Lines 16 and 17)**
   - **Total**: $1,398,103.00
SECTION A - Continued - Indirect Cost Rate Information

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

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

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

Select ONLY One:

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

2a) ☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).

2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 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>
<tbody>
<tr>
<td>Indirect Cost Rate:</td>
<td>%</td>
<td>The Distribution Base Is:</td>
</tr>
</tbody>
</table>

Rate: %

Grantee: DuPage County
NOFO Number: 0
Grant Number: 18-224028

Packet Pg. 129
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: DuPage County
Signature: 
Printed Name: Mary Keating
Title: Director of Community Services
Phone: 630-407-6457
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.
Resolution
HHS-R-0066-18

APPROVAL OF ISSUANCE OF PAYMENTS BY DUPAGE COUNTY
TO ENERGY ASSISTANCE PROVIDERS THROUGH
THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HHS GRANT FY18 NO. 18-224028
IN THE AMOUNT OF $1,182,096

WHEREAS, the County of DuPage receives grant funds and administers the Low
Income Home Energy Assistance Program (LIHEAP) Energy Assistance HHS Grant FY18 No. 18-224028, Company 5000 Accounting Unit 1420; and

WHEREAS, the energy assistance budget for the LIHEAP Energy Assistance HHS Grant FY18 No. 18-224028 is $1,182,096 (ONE MILLION, ONE HUNDRED EIGHTY-TWO THOUSAND, NINETY-SIX AND NO/100 DOLLARS); and

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

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

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of payments for the LIHEAP Energy Assistance HHS Grant FY18 No. 18-224028, for the period October 1, 2017 through June 30, 2019 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the LIHEAP Energy Assistance HHS Grant FY18 No. 18-224028, Company 5000 Accounting Unit 1420, for the period October 1, 2017 through June 30, 2019, for Community Services/LIHEAP, be it hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of $1,182,096 (ONE MILLION, ONE HUNDRED EIGHTY-TWO THOUSAND, NINETY-SIX AND NO/100 DOLLARS).

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a Contract to Pace Suburban Bus to provide County sponsored transportation services for income eligible persons and persons with disabilities, for the period October 1, 2017 through November 30, 2018, through Ride DuPage for Community Services.

NOW, THEREFORE BE IT RESOLVED, that the County Contract to provide transportation services for income eligible persons and persons with disabilities, for the period October 1, 2017 through November 30, 2018 through RIDE DUPAGE for Community Services, be, and it is hereby approved for issuance of a Contract the Procurement Division to Pace Suburban Bus, 550 West Algonquin Road, Arlington Heights, IL 60005, for a contract total amount of $872,590, per Intergovernmental Agreement.

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _______________________
PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tbody>
<tr>
<td>January 24, 2018</td>
<td>$872,590</td>
<td>10/01/2017 - 11/30/2018</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
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</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- No Decision Memo Required  
  Intergovernmental Agreement

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Keating</td>
<td>Completed</td>
<td>01/24/2018 2:44 PM</td>
</tr>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>01/24/2018 3:28 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>01/25/2018 8:50 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>01/25/2018 11:08 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>01/31/2018 9:19 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>Health &amp; Human Services</td>
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<td>02/06/2018 10:15 AM</td>
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<tr>
<td>Finance Committee</td>
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<tr>
<td>County Board</td>
<td>Pending</td>
<td>02/13/2018 10:00 AM</td>
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</table>
**Purchase Requisition**

**Procurement Services Division**

**Date:** Jan 23, 2018

**MinuteTraq (IQM2) ID #:** 11844

**Department Req #:**

**RFP, Bid or Quote #:**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: PACE Suburban Bus Service</th>
<th>Vendor #: 11831</th>
<th>Dept: Community Services</th>
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</thead>
<tbody>
<tr>
<td>Attn:</td>
<td></td>
<td>Division:</td>
</tr>
<tr>
<td>Address: 550 W. Algonquin Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Arlington Heights</td>
<td>State: IL</td>
<td>Zip: 60005</td>
</tr>
<tr>
<td>Phone: 847-228-2302</td>
<td></td>
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</tbody>
</table>

**Attn:** Mary Keating

**Email:** mary.keating2.dupageco.org

**Address:** 421 N. County Farm Road

**City:** Wheaton

**State:** IL

**Zip:** 60187

**Phone:** 630-407-6457

**Fax:** 630-407-6501

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**Send Invoices To:**

<table>
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**Address:**

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**State:** IL

**Zip:**

**Phone:**

**Fax:**

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**Phone:**

**Fax:**

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**Address:**

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**State:** IL

**Zip:**

**Phone:**

**Fax:**

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</tbody>
</table>

**Attn:**

**Email:**

**Address:**

**City:**

**State:** IL

**Zip:**

**Phone:**

**Fax:**

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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>
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</table>

**PER 50 ILCS 505/1**

**Use for**

**Contract Administrator**

**Contract Start Date**

**Contract End Date**

**Use for**

**PO25 only**

---

**LN** | **Qty** | **UOM** | **Item Detail** (Product #) | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
<table>
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<tbody>
<tr>
<td>1</td>
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<td>EA</td>
<td>Para-transit services for income eligible individuals and individuals with disabilities in DuPage County.</td>
<td>18</td>
<td>1000</td>
<td>1750</td>
<td>53827</td>
<td></td>
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<td>53827</td>
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<td>322,590.00</td>
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</table>

**Requisition Total:** $ 872,590

---

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

---

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

Please return a copy of the Purchase order to Michelle Tunk in Finance.

---

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

---
## Procurement Review Checklist

**Procurement Services Division**

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

### Vendor Information

<table>
<thead>
<tr>
<th>Vendor: PACE Suburban Bus Service</th>
<th>Vendor #: 11831</th>
</tr>
</thead>
</table>

### Contract Information

| Contract Term: 10/01/17 - 11/30/18 | Contract Total: $872,590.00 |

### Dept. and Contact Information

<table>
<thead>
<tr>
<th>Dept.: Community Services</th>
<th>Contact: Mary Keating</th>
</tr>
</thead>
</table>

### Phone and Assigned Committee

| Phone: 630-407-6457 | Assigned Committee: HHS |

### Description of Intergovernmental agreement to provide para-transit service through Ride DuPage, including Curb-to-Curb, Dial-A-Ride Bus, and Taxi Service. Total Amount of Contract $872,590 Agreement allows Community Services to provide transportation services to low-income individuals traveling to medical facilities and to the County complex and provides transportation services to individuals with developmental disabilities traveling to work.

### Reason for Procurement

Annual intergovernmental agreement for delivery of services.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): FY18 1000 1750 53827 & 5000 1710 53827

### DECISION MEMO NOT REQUIRED

- [x] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)

### 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>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>MT</td>
<td>1/23/18</td>
<td>10/4/18</td>
<td>1/31/18</td>
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</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
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<th>Buyer</th>
<th>1-25-18</th>
<th>Procurement Officer</th>
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</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman’s Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>

**Date:** Jan 23, 2018

**MinuteTraq (IQM2) ID #:** 11844

**Attachment:** PACE Procurement Review Checklist (HHS-P-0036-18 : PACE - Comm Serv & JARC)
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, FOR PARATRANSIT LOCAL SHARE SERVICES

This AGREEMENT is entered into this 1st day of October, 2017, between the County of DuPage, a body corporate and politic (hereinafter referred to as “COUNTY”), with offices located at 421 North County Farm Road, Wheaton, Illinois, 60187 and the Suburban Bus Division of the Regional Transportation Authority, a municipal corporation created by Sections 1.04 and 3A.01 of the Regional Transportation Authority Act (70 ILCS 3615/1.04, 3A.01), with offices located at 550 West Algonquin Road, Arlington Heights, Illinois 60005 (hereinafter referred to as “PACE”).

RECITALS

WHEREAS, PACE was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et. seq.) for the purpose of aiding and assisting public transportation in the six county Northeastern Illinois area; and

WHEREAS, the COUNTY and PACE are public agencies and governmental units within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and

WHEREAS, the COUNTY has requested that PACE provide paratransit service on behalf of its clients and/or constituents and/or Ride DuPage Program Sponsors.

NOW THEREFORE, the Parties hereby agree to the following:

1. **SERVICE DESCRIPTION** - PACE shall contract with a provider for the provision of transportation service described in the attached Exhibit A. Exhibit A is hereby incorporated and made a part of this Agreement.

2. **REPORTING** - PACE shall provide a monthly report to the COUNTY with the following information:
   
   A. Number of one-way trips.
   
   B. Total Vehicle service hours (attributable to provision of Dial-A-Ride service as outlined in Exhibit A of this Agreement).
   
   C. A billing for Local Share, determined as outlined in Section 4 of this Agreement.
3. **LOCAL SHARE FUNDING** - The COUNTY agrees to reimburse PACE monthly for the Local Share incurred in operating the service described in Exhibit A of this Agreement. The Total Expense of the project will be the actual service cost to PACE. The Total Expense of the project will be calculated adding the Hourly Based Service Cost plus the Per Trip Based Service Cost. The Hourly Based Service Cost and the Per Trip Based Service Cost will be calculated in the following manner:

A. **For Hourly Based Service** - Hourly Based Service expense will be calculated by multiplying the number of vehicle service hours attributed to service delivered per this Agreement by the hourly rate charged to PACE by the Contractor.

B. **For Per Trip Based Service** - The per-trip expense for service will be calculated on a trip by trip basis. The operating expense shall be the aggregate of rates and or fees charged to PACE by the Contractor to deliver service per this Agreement.

3.1 The Local Share is the Total Expense less fare revenue.

3.2 The COUNTY shall pay PACE within thirty (30) days of receiving the monthly bill.

3.3 The Local Share for this agreement shall not exceed $872,590.00. It shall be the responsibility of the COUNTY to direct PACE to modify Exhibit A should service changes be necessary in order not to exceed the maximum Local Share.

4. **AMENDMENT** - This Agreement constitutes the entire Agreement between the parties hereto. Any proposed changes in this Agreement shall be submitted to PACE for its prior approval. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized representatives of the parties hereto.

5. **TERM** - This agreement will be in effect beginning October 1, 2017 and ending November 30, 2018, unless terminated pursuant to Paragraph 6 or at such time as PACE’s contract with the COUNTY ceases.

6. **TERMINATION** - This contract can be terminated immediately upon written notice by PACE, if: (1) sufficient funds have not been appropriated to cover the estimated requirements by PACE or by any other agency funding the service; (2) PACE develops alternative public transportation services which, as determined by PACE, will better meet the transportation needs of the public; or (3) the COUNTY fails to make payments as required by Section 4 of this Agreement.

6.1 This contract can be terminated upon sixty (60) calendar days written notice by the COUNTY.
7. **FAILURE TO PERFORM** - PACE will not be responsible for any failure to provide service due to circumstances beyond the reasonable control of PACE. PACE shall make every reasonable effort to have service restored as soon as practical under the circumstances. No fees will be charged for service not performed. Pace shall contact COUNTY, pursuant to paragraph X, within twenty-four (24) hours of any failure to provide service under this Agreement with notice of the failure and a reasonable estimate of when service will resume.

8. **INDEMNIFICATION** – PACE agrees to indemnify, hold harmless and defend the County of DuPage and its affiliates, directors, officers, agents and employees in connection with the matters to which such indemnification relates against any losses, claims, suits, demands, damages, liabilities or costs to which the COUNTY may become subject arising out of its services pursuant to this Agreement, and that a court of competent jurisdiction determines to be the direct result of negligent acts or willful acts or gross negligence of the PACE. These provisions shall survive termination of this Agreement.

9. **GENERAL PROVISIONS**

   A. **Independent Contractor:** The status of PACE is that of an independent contractor and not of an agent or employee of COUNTY and, as such, PACE shall not have the right or power to enter into any contract, agreements, or any other commitments on behalf of COUNTY.

   B. **Assignment:** Neither party shall assign, directly or indirectly, any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

   C. **Description Headings:** The section headings and numbers in this Agreement have been inserted for convenience only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.

   D. **Notices:** All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegphered or teledoced or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:
If to PACE, addressed as follows:

PACE
Thomas J. Ross, Executive Director
550 West Algonquin Road
Arlington Heights, IL  60005

If to COUNTY, addressed as follows:

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

E. **Governing Law:** This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect. Venue for any dispute pertaining to this Agreement shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

F. **Attorney’s Fees:** In the event that either party shall maintain or commence any action or proceeding against the other party to enforce this Agreement or any provision thereof, the prevailing party therein shall be entitled to recover its reasonable attorney’s fees and court costs, if any, incurred in connection with such action or proceeding.

G. **No Waiver:** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred. The PACE and COUNTY shall not be deemed to have waived any rights, protections or immunities under the *Local Government and Governmental Employees Tort Immunity Act* (745 ILCS 10/1-101, et seq.).

H. **Severability:** In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void or unenforceable, the remainder hereof shall survive and unenforceable provision(s) shall be reformed to form an enforceable provision(s) consistent with intent of the parties as evidenced herein.
I. **Applicable Standards**: PACE agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body.

A portion of the cost to be paid by the County under this Agreement will be provided through federal pass through funds in grants from the Regional Transportation Authority (the “RTA”). The availability of these funds is conditioned upon the satisfaction of certain provisions set forth in the Technical Service Agreements (the “TSAs”) by and between the County and the RTA for the project. Pace agrees to comply with the following provisions of the Technical Services Agreements Contract Number S5310-2015-03 by and between DuPage County and the RTA as they exist currently and as may be amended from time to time:

- Article VI Accomplishment of the Project(s) – sections 6.1(b) and (d)
- Article VII Pass-Through Funding Provisions
- Article VIII Project Administration & Management – sections 8.1(a), (b) and (c)
- Article IX Requisition, Payment Procedures, & Record Keeping – sections 9.2, 9.4 and 9.5
- Article XII Procurement – section 12.1 (see also paragraph below of this Agreement)
- Article XVI Independence of Recipient
- Article XIX Recipient’s Responsibility for Compliance
- Article XX Labor Law Compliance
- Article XXI Civil Rights
- Article XXII Environmental Compliance
- Article XXIII Drug Free Workplace
- Article XXIV Restrictions on Lobbying
- Article XXX Ownership of Documents/Title to Work – sections 30.2 and 30.3
- Article XXXII Privacy
- Exhibit C

Additionally, absent preaward approval from the RTA, Pace agrees to provide RTA with a copy of any solicitation issued for award of a contract that may be funded in whole or in part through this Agreement within three business days of issuance or concurrent with notice to the County. Similarly, Pace shall provide a copy of all executed contracts funded through this Agreement to the RTA within three business days of execution.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made effective and executed as of the date first set forth above by their duly authorized officials.

COUNTY OF DUPAGE
(“COUNTY”)

SIGNED: ____________________________
NAME: Mary A. Keating
TITLE: Director of Community Services
DATE: ____________________________

SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY
(“PACE”)

SIGNED: ____________________________
NAME: Thomas J. Ross, Executive Director
TITLE: Executive Director
DATE: ____________________________
EXHIBIT A
TRANSPORTATION SERVICES
DuPage County Community Services

<table>
<thead>
<tr>
<th>TYPE OF SERVICE</th>
<th>Curb-to-Curb, Dial-A-Ride Bus and Taxi Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>SERVICE OPERATED BY</td>
<td>Pace will contract with transportation provider(s) (the &quot;Contractor&quot;) to provide the service which is the subject of this Agreement.</td>
</tr>
<tr>
<td>TRIP RESERVATION METHOD</td>
<td>Maximum of 7-day advance reservation and minimum of 2-hour advance reservation. Subscription service is allowable.</td>
</tr>
<tr>
<td>SERVICE AREA</td>
<td>DuPage County and the surrounding area.</td>
</tr>
<tr>
<td>SERVICE HOURS</td>
<td>24 hour, 7-day a week service.</td>
</tr>
</tbody>
</table>
| ONE-WAY FARE | **For County Paratransit** - $3.00 per one-way trip  
**For Senior Grant service** - $0.00 per one-way trip  
**For Adult Daycare** - $0.00 per one-way trip  
**For Health Department Service** - $0.00 per one-way trip  
**For Transportation to Work** - $3.00 for first 5 miles and $1.00 per mile, each mile thereafter. |
| RIDER ELIGIBILITY | **For County Paratransit** – Individuals at 125% or below of poverty level (200% if senior or disabled). All clients must be registered with DuPage County Human Services. Trips restricted to medical services and County complex only.  
**For Senior Grant service** – All clients must be registered through DuPage County Senior Services. Each individual trip must be approved by Senior Services.  
**For Adult Daycare** - All clients must be registered through DuPage County Senior Services.  
**For Health Department Service** - All clients must be registered through the DuPage County Health Department Crisis Unit.  
**For Transportation to Work** - All clients must be registered through the DuPage County Health Department, Parents’ Alliance, Ray Graham Association, Spectrum Services, or Little Friends. Trips are restricted to work trips only. |
AWARDING RESOLUTION
ISSUED TO PAN-O-GOLD BAKING COMPANY
FOR THE PURCHASE OF ASSORTED SLICED
BREADS, ROLLS AND SANDWICH BUNS
FOR THE CARE CENTER, JTK ADMINISTRATION
AND JUDICIAL OFFICE FACILITY CAFE'S
($30,116.76)

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

WHEREAS, the Health and Human Service Committee recommends County Board
approval for the issuance of a contract purchase order of assorted sliced breads, rolls and
sandwich buns for the Care Center, JTK Administration and Judicial Office Facility Cafe's, for
the period March 1, 2018 through February 28, 2019.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for the
purchase of assorted sliced breads, rolls and sandwich buns for the Care Center, JTK
Administration and Judicial Office Facility Cafe's, for the period March 1, 2018 through
February 28, 2019, be, and it is hereby approved for issuance of a contract purchase order by
the Procurement Division to Pan-O-Gold Baking Company, 444 East Saint Germain Street,
Saint Cloud, Minnesota 56302-0878, for a total contract amount not to exceed $30,116.76,
per lowest responsible bid #17-238-GV.

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

_____________________________

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
## PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 16, 2018</td>
<td>MARCH 1, 2018 - FEBRUARY 28, 2019</td>
<td>$30,116.76</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- **Karen Graczyk**  
  Completed 01/16/2018 11:13 AM
- **Janelle Chadwick**  
  Completed 01/19/2018 9:59 AM
- **Kathy Ostrowski**  
  Completed 01/19/2018 10:26 AM
- **James McGuire**  
  Completed 01/29/2018 4:58 PM
- **Paul Rafac**  
  Completed 01/31/2018 7:48 AM
- **Kathy Ostrowski**  
  Completed 02/02/2018 8:17 AM
- **Health & Human Services**  
  Pending 02/06/2018 10:15 AM
- **Finance Committee**  
  Pending 02/13/2018 8:00 AM
- **County Board**  
  Pending 02/13/2018 10:00 AM
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Date: Jan 10, 2018
MinuteTraq (IQM2) ID #: 11758

Vendor: Pan-O-Gold
Vendor #: 12439-P1
Contract Term: March 1, 2018 - February 28, 2019
Contract Total: $30,116.76

Dept: DuPage Care Center
Contact: Mario Plata
Phone: 630-784-4416
Assigned Committee: Health and Human Services

Description of Procurement/ Scope of Work/ Background
Furnish and deliver assorted sliced breads, rolls and sandwich buns for the DuPage Care Center, JTK Administration Building and JOF Building cafes' for the period March 1, 2018 through February 28, 2019, per lowest responsible bid #17-238-GV.

Reason for Procurement
The DuPage Care Center is regulated by the Illinois Department of Public Health which mandates and monitors our ongoing compliance with applicable State and Federal regulations that govern our practices, policies and procedures. Adherence to physicians diet orders and clearly defined menu guideline which includes bread is necessary to avoid fines and or penalties. To ensure that we are allowed to bill for and be reimbursed for care provided to residents as well as to operated campus cafeterias and catering operations, bread purchases are necessary.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1200-2025-52210 & 1200-2100-52210
☐ Budget Transfer (Date) Add'l Information

DECISION MEMO NOT REQUIRED
☐ LOWEST RESPONSIBLE QUOTE # or BID # 17-238-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid and/or PO# ___________________________ ☐ 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
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

BASIS OF DECISION MEMO (attach Decision Memo)
☐ EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________________ (include Evaluation Summary if applicable)
☐ 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)
CDK Jan 10, 2019
Prepared By Date Recommended for Approval Date If Approval, if required Date

REVIEWED BY (Initials Only)
1/29/18
Buyer Date
1-29-18
Procurement Officer Date
1-36-18
Chief Financial Officer (Decision Memos Over $25,000) Date

Chairman's Office (Decision Memos Over $25,000) Date
### Purchase Requisition

**Procurement Services Division**

**Date:** Jan 10, 2018

**MinuteTraq (IQM2) ID #:** 11758

**Department Req #:** 7

**RFP, Bid or Quote #:** 17-238

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Pan-O-Gold</th>
<th>Vendor #: 12439</th>
<th>Dept: DuPage Care Center</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Randy Johnson</td>
<td>Email: <a href="mailto:Rjohnson@panogold.com">Rjohnson@panogold.com</a></td>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 444 East Saint Germain Street</td>
<td>Zip: 56302-0878</td>
<td>City: St Cloud</td>
<td>State: MN</td>
</tr>
<tr>
<td>City: St Cloud</td>
<td>State: MN</td>
<td>Zip: 56302-0878</td>
<td></td>
</tr>
<tr>
<td>Phone: 320-251-9361</td>
<td>Fax: 320-251-7658</td>
<td>Phone: 630-784-</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Vendor: Pan-O-Gold</th>
<th>Vendor #: 12439</th>
<th>Dept: DuPage Care Center</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Frankie Richards</td>
<td>Email: Frichards.panogold.com</td>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: PO Box 848</td>
<td>Zip: 56302-0878</td>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>City: St Cloud</td>
<td>State: MN</td>
<td>Zip: 56302-0878</td>
<td></td>
</tr>
<tr>
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<td>Fax: 320-251-7658</td>
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<td>Fax:</td>
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</table>

**Send Payments To:**

<table>
<thead>
<tr>
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<th>Vendor #: 12439</th>
<th>Dept: DuPage Care Center</th>
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<td></td>
</tr>
<tr>
<td>Phone: 320-251-9361</td>
<td>Fax: 320-251-7658</td>
<td>Phone: 630-784-</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Payment Terms:**

<table>
<thead>
<tr>
<th>PER 50 ILCS 505/1</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use for PO25 only</td>
<td>Contract Administrator</td>
<td>Contract Start Date</td>
<td>March 1, 2018</td>
</tr>
<tr>
<td></td>
<td>Christine Kliebhan</td>
<td>Contract End Date</td>
<td>February 28, 2019</td>
</tr>
</tbody>
</table>

---

**Header Comments:**

Contract purchase order to Pan-O-Gold, for assorted sliced breads, rolls and buns for the DuPage Care Center, JTK Administration Building and JOF Building Cafe’s, for the period March 1, 2018 through February 28, 2019, for a contract not to exceed $30,116.76, per lowest responsible bid #17-238.

---

**Special Instructions/Comments to Buyer or Approver:**

---

**User Department Internal Notes:**

February 6, 2018  HHS  
February 13, 2018  County Board

---

#### LN Qty UOM Item Detail (Product #) Description FY Dept # Acctg Unit Acct # Sub-Accts and/or Activity # Unit Price Extension

1 1 EA Assorted sliced breads, rolls and buns 1200 2025 52210 25,000.00 25,000

2 1 EA Assorted sliced breads, rolls and buns 1200 2100 52210 5,116.76 5,116.76

---

**Requisition Total:** $30,116.76

---

**Packet Pg. 146**
BID 17-238-GV

BID OPENING DATE: DECEMBER 28, 2017
ASSORTED SLICED BREADS, ROLLS AND BUNS

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>CATEGORY 1</th>
<th>CATEGORY 2</th>
<th>CATEGORY 3</th>
<th>CATEGORY 4</th>
<th>TOTAL LUMP SUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALPHA BAKING COMPANY, INC</td>
<td>$20,477.60</td>
<td>$7,951.32</td>
<td>$8,440.64</td>
<td>$3,600.00</td>
<td>$40,469.56</td>
</tr>
<tr>
<td>PAN-O-GOLD BAKING COMPANY, INC</td>
<td>$15,210.00</td>
<td>$5,308.16</td>
<td>$6,398.60</td>
<td>$3,200.00</td>
<td>$30,116.76*</td>
</tr>
</tbody>
</table>

*CORRECTED TOTAL

BID OPENING ATTENDED BY:
Glenda Vasak, DuPage County Buyer
Joan McAvoy, DuPage County Buyer

NO BID RESPONSE:

| INVITATIONS SENT | 7 | POTENTIAL BIDDERS REQUESTING BID DOCUMENTS | 5 | TOTAL BID RESPONSES RECEIVED | 2 |
Required Vendor Ethics Disclosure Statement

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

Date: 12-13-17
Bid/Contract/PO #: #17-238, GV

Company Name: Pan-O-Gold Baking Company
Company Contact: Randy Johnson
Contact Phone: 262-212-9876
Contact Email: Rjohnson@panogold.com

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Add Line</th>
<th>Recipient</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: [Signature on File]

Printed Name: Randy Johnson
Title: Vice President of Sales
Date: 12-13-17

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 12000042
Original Purchase Order Date: Oct 17, 2017
Change Order #: 1
Department: DuPage Care Center
Vendor Name: Direct Supply Inc.
Vendor #: 10586
Dept Contact: Clementine Nelson

Background and/or Reason for Change Order Request:
Furnish and deliver medication carts and accessories for the DuPage Care Center, per quote #Q17-200-GV.
Increase contract in the amount of $3,838.00 for articulating arm, rear mount for the medication carts - miscommunication when preparing quote.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A | Starting contract value | $20,374.00 |
| B | Net $ change for previous Change Orders | □ |
| C | Current contract amount (A + B) | $20,374.00 |
| D | Amount of this Change Order | □ Increase □ Decrease |
| E | New contract amount (C + D) | $24,212.00 |
| F | Percent of current contract value this Change Order represents (D / C) | 18.84% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | 18.84% |

DECISION MEMO NOT REQUIRED

☐ Cancel entire order
☐ Close Contract
☐ Contract Extension (29 days)
☐ Consider Other
☐ Change budget code from: ______________________ to: ______________________
☐ Increase/Decrease quantity from: ______________________ to: ______________________
☐ Price shows: ______________________ should be: ______________________
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: ______________________ to: ______________________
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
☐ Funding Source 1200-2050-54110
☐ OTHER - explain below:

REVIEWS BY (Initials Only)

Buyer: 1/16/18
Procurement Officer: 1/18/18
Chief Financial Officer: 1/25/18
Chairman's Office: (Decision Memos Over $25,000)
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: Dec 15, 2017

MinuteTraq (IQM2) ID #: 11733

Department Requisition #: 1200042

Requesting Department: DuPage Care Center

Department Contact: Clementine Nelson

Contact Email: clementine.nelson@dupageco.org

Contact Phone: 630-784-4251

Vendor Name: Direct Supply, Inc.

Vendor #: 10586

Action Requested

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

Increase purchase order in the amount of $3,838.00.

Summary Explanation/Background

Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

This purchase order is to furnish and deliver medication carts and accessories for the DuPage Care Center, per quote #Q17-200-GV.

Purchase order needs to be increased to purchase the articulating arm rear mount install kit for the medication carts.

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.

These arms are needed to be able to support computers on the medication carts, for the Nursing Staff at the DuPage Care Center.

There was a miscommunication when this quote went out and only ordered part of the mount and not the arm. This is for existing equipment.

Source Selection/Vetting Information

Describe method used to select source.

Quote for the articulating arms from Direct Supply, Inc. to retrofit the existing medication carts.

Recommendations/Alternatives

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

1) Increase purchase order in the amount of $3,838.00.

2) Send medication carts back and re-bid with the addition of this accessory.

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.

FY18 1200-2050-54110
Required Vendor Ethics Disclosure Statement

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

Date: 9/8/2017
Bld/Contract/PO #: 17-190-6V

Company Name: Direct Supply, Inc.
Company Contact: Andy Bach
Contact Phone: 614-740-3351
Contact Email: Andy.Bach@directsupply.com

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

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

☑ NONE (check here) - if no contributions have been made

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

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

☑ NONE (check here) - if no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupagecounty.org/CountyBoard/Policies/

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

Authorized Signature

Printed Name: Robert H. Klein, Jr.
Title: Senior VP & Corp. Secretary
Date: 9/8/2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2016

<table>
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<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
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Total $17,535.00

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</table>

Total $17,535.00

Reason for Request:

To cover remaining FY17 salaries

Finance Department Use Only

Fiscal Year 2017 Budget Journal # _______ Acctg Period _______
Entered By/Date __________ Released By/Date __________ Posted By/Date __________

Signature on file

Department Head __________________________ Date __________
Chief Financial Officer ______________________ Date __________

****Please sign in blue ink on the original form****
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2015

From: 1000

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<th>Available Balance</th>
<th>Date of Balance</th>
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<tbody>
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<td>PART TIME HELP</td>
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To: 1000

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<tbody>
<tr>
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<td>REGULAR SALARIES</td>
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Reason for Request:
To cover FY17 budget shortage.

Finance Department Use Only
Fiscal Year: 2017
Budget Journal #: 
Acctg Period:
Entered By/Date: Released By/Date: Posted By/Date:

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

Department Head: 
Date: 1/30/18

Chief Financial Officer: 
Date: 1/30/18

Signature on file
Signature on file

Packet Pg. 153
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective March 1, 2016  

Accounting Unit | Account | Title | Amount | Prior to Transfer | After Transfer | Date of Balance  
--- | --- | --- | --- | --- | --- | ---  
2050 | 53090 | OTHER PROFESSIONAL SERVICES | $11,580.00 | 84,645.82 | 72,885.82 | 1/30/18  

Total: $11,580.00  

To: 1200  

Accounting Unit | Account | Title | Amount | Prior to Transfer | After Transfer | Date of Balance  
--- | --- | --- | --- | --- | --- | ---  
2010 | 53070 | MEDICAL SERVICES | $77.00 | (76.80) | .20 | 1/30/18  
2035 | 53070 | MEDICAL SERVICES | $77.00 | (76.80) | .20 | 1/30/18  
2050 | 53070 | MEDICAL SERVICES | $11,486.82 | (11,425.82) | .18 | 1/30/18  

Total: $11,580.00  

Reason for Request:  
To transfer budgeted funds, allowing for sufficient budget to be available for year and posting of Medical Service invoices.

Signature on file  

Department Head

Signature on file  

Chief Financial Officer

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

Finance Department Use Only

Fiscal Year 2017 Budget Journal # Acctg Period  

Entered By/Date Released By/Date Posted By/Date  

Packet Pg. 154
# DuPage County, Illinois
## BUDGET ADJUSTMENT
**Effective March 1, 2016**

**Convalescent Center**

<table>
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<th>From: 1200</th>
<th>Finance Dept Use Only</th>
<th>Date of</th>
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<td><strong>Title</strong></td>
<td><strong>Amount</strong></td>
<td><strong>Prior to Transfer</strong></td>
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<tr>
<td>2090</td>
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<th>Date of</th>
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<td><strong>Accounting</strong></td>
<td><strong>Company #</strong></td>
<td><strong>Account</strong></td>
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<td><strong>Amount</strong></td>
<td><strong>Available Balance</strong></td>
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<td>DRUGS &amp; VACCINE SUPPLIES</td>
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<td><strong>Total</strong></td>
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</table>

### Reason for Request:
To transfer budgeted funds, allowing for sufficient budget to be available for year end posting of Drugs & Vaccine supply invoices.

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**Signature on file**

**Date**

**Signature on file**

**Date**

---

**Finance Department Use Only**

**Fiscal Year 2017** Budget Journal # Acctg Period

 Entered By/Date Released By/Date Posted By/Date

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**HHS 3/6 FIN CB 3/13**

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**Packet Pg. 155**

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**Attachment: Budget Transfer Care Center - Drugs & Vaccine Supplies $9,546 - R (17-18-196 : Budget Transfer- DuPage Care Center -Drugs &**

---
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective March 1, 2016

Convalescent Center
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td>53090</td>
<td>OTHER PROFESSIONAL SERVICES</td>
<td>$ 7,097.00</td>
<td>28,130.00</td>
<td>21,033.00</td>
<td>03/18</td>
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Total $ 7,097.00

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<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
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<td>PRINTING</td>
<td>$ 1,135.00</td>
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</table>

Total $ 7,097.00

Reason for Request:
To transfer budgeted funds, allowing for sufficient budget to be available for year end posting of Printing invoices.

Signature on file
Date

Activity (optional)

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

Finance Department Use Only

Fiscal Year 2017
Budget Journal # Acctg Period
Entered By/Date Released By/Date Posted By/Date
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective March 1, 2016

Convalescent Center
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Accounting Code</th>
<th>Title</th>
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<th>After Transfer</th>
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Total $10,448.00

<table>
<thead>
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<th>Accounting Unit</th>
<th>Accounting Code</th>
<th>Title</th>
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<th>After Transfer</th>
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<td>1/30/18</td>
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</tbody>
</table>

Total $10,448.00

Reason for Request:
To transfer budgeted funds, allowing for sufficient budget to be available for year-end posting of engineering and architectural service invoices.

Signature on file

Date

Activity

Finance Department Use Only

Fiscal Year 2017
Budget Journal # Acctg Period
Entered By/Date Released By/Date Posted By/Date

Signature on file

Date

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

Packet Pg. 157
### DuPage County, Illinois

**BUDGET ADJUSTMENT**  
Effective September 21, 2016

#### From:
- 1200  
- Company #

#### To:
- 1200  
- Company #

<table>
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<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
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<td>CONTINGENCIES</td>
<td>$ 30,000.00</td>
<td>433,697.41</td>
<td>403,697.41</td>
<td>112,180</td>
</tr>
</tbody>
</table>

**Total** $ 87,187.00

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2060</td>
<td>53090</td>
<td></td>
<td>OTHER PROFESSIONAL SERVICES</td>
<td>$ 87,187.00</td>
<td>1,078,419.11</td>
<td>999,265.41</td>
<td>112,180</td>
</tr>
</tbody>
</table>

**Total** $ 87,187.00

#### Reason for Request:
To allow monies to be transferred to cover for final FY17 Invoice for Symbria - Therapy and Consulting Services.

#### Signature on file

---

### Budget Transfer - Care Center - Symbria - Final FY17 Payment

- Packet Pg. 158
**Other Action Item**

17-18-200

<table>
<thead>
<tr>
<th>Request Date:</th>
<th>1/25/2018</th>
<th>Account Code:</th>
<th>5000-1650</th>
</tr>
</thead>
</table>

**Purpose of Trip:** (explain fully the necessity of making the trip)

To attend the required ROMA 2018 Spring In-service Continuing Education Program for ROMA Implementers/Trainers. Grant funded.

**Destination:** Birmingham, AL

<table>
<thead>
<tr>
<th>Date of Departure:</th>
<th>4/4/2018</th>
<th>Date of Return Arrival:</th>
<th>4/6/2018</th>
</tr>
</thead>
</table>

(Please include a detailed explanation if different from official business dates)

---

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>$250.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>$320.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>$240.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>$0.00</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>$0.00</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$150.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>$960.00</td>
</tr>
</tbody>
</table>

---

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-201

Request Date: 1/25/2018  Account Code: 5000-1650

Purpose of Trip: (explain fully the necessity of making the trip)
To attend the required ROMA 2018 Spring In-service Continuing Education Program for ROMA Implementers/Trainers. Grant funded.

Destination: Birmingham, AL

Date of Departure: 4/4/2018  Date of Return Arrival: 4/6/2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>$250.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>$320.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>$240.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>$0.00</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>$0.00</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Total</td>
<td>$960.00</td>
</tr>
</tbody>
</table>

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**Request Date:** 1/26/2018  |  **Account Code:** 5000-1480

**Purpose of Trip:** (explain fully the necessity of making the trip)

To attend the 2018 Spring National Human Services Data Consortium Conference for continued training and collaboration surrounding data management and use.

**Destination:** Pittsburgh, PA

**Date of Departure:** 4/16/2018  |  **Date of Return Arrival:** 4/22/2018

(Please include a detailed explanation if different from official business dates)

Pre-Conference training and tour on 4/17, Conference on 4/18-4/19, personal time on 4/20-4/21, travel days on 4/16 and 4/22.

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>$475.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>$400.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>$725.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$180.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,780.00</td>
</tr>
</tbody>
</table>

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item
17-18-203

<table>
<thead>
<tr>
<th>Request Date:</th>
<th>1/26/2018</th>
<th>Account Code:</th>
<th>5000-1480</th>
</tr>
</thead>
</table>

Purpose of Trip: (explain fully the necessity of making the trip)
To attend the 2018 Spring National Human Services Data Consortium Conference for continued training and collaboration surrounding data management and use.

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Pittsburgh, PA</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Departure:</th>
<th>4/16/2018</th>
<th>Date of Return Arrival:</th>
<th>4/22/2018</th>
</tr>
</thead>
</table>

(Please include a detailed explanation if different from official business dates)
Pre-Conference training and tour on 4/17, Conference on 4/18-4/19

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration:</td>
<td>$475.00</td>
</tr>
<tr>
<td>Transportation:</td>
<td>$430.00</td>
</tr>
<tr>
<td>Lodging:</td>
<td>$720.00</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>$0</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>$0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$180.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$1,805.00</td>
</tr>
</tbody>
</table>

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**Request for Change Order**

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>1151-0001 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Jun 25, 2015</th>
<th>Change Order #:</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Amerisourcebergen Drug Corp</td>
<td>Vendor #:</td>
<td>10682</td>
<td>Department:</td>
<td>DuPage Care Center</td>
</tr>
<tr>
<td>Dept Contact:</td>
<td>Dale Wagener</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**

- Contract agreement for pharmaceuticals for the in-patient and out-patient pharmacy at the DPCC for the period 06/25/15 through 06/24/16
- Decrease line 1 in the amount of $207,064.10
- Decrease line 2 in the amount of $54,521.53 - contract expired

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$2,290,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$2,290,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$2,028,414.47</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-11.42%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B + D/A); (60% maximum on construction contracts)</td>
<td>-11.42%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: to: 06/24/18
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source
- [ ] OTHER - explain below:

<table>
<thead>
<tr>
<th>cdk</th>
<th>4208</th>
<th>Jan 19, 2018</th>
<th>1-22-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials) Phone Ext Date</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>1/29/18</th>
<th>1-29-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Procurement Officer Date</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>1887-0001 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Jun 25, 2016</th>
<th>Change Order #:</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Amerisourcebergen Drug Corp</td>
<td>Vendor #:</td>
<td>10682</td>
<td>Department:</td>
<td>DuPage Care Center</td>
</tr>
<tr>
<td>Dept Contact:</td>
<td>Dale Wagener</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
Contract Agreement is for the purchase of pharmaceuticals for the In-Patient and Out-Patient Pharmacy services at the DPCC for the period 06/25/16 - 06/24/17, per bid 14-114.
Decrease 1200-2085-52300 in the amount of $28,989.90
Decrease 1200-2090-52300 in the amount of $14,054.97
contract has expired

IN ACCORDANCE WITH 720 ILCS 5/33E-9

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$2,290,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>($5,000.00)</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$2,285,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$2,221,955.22</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-1.88%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A; 60% maximum on construction contracts)</td>
<td>-2.10%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

☐ Change budget code from: ___________________________ to: ___________________________

☐ Price shows: ___________________________ should be: ___________________________

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: ___________________________ to: ___________________________

☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
☐ Funding Source ___________________________

☐ OTHER - explain below:

---

cdk 4208 1-18-18
Prepared By (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Bdyer 1/29/18 Chairman's Office Date

Chief Financial Officer
(Decision Memos Over $25,000) Date

Chairman's Office
(Decision Memos Over $25,000) Date

CONSENT AGENDA

Packet Pg. 164

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2013-0001 SERV</th>
<th>Original Purchase Order Date: Aug 16, 2016</th>
<th>Change Order #: 1</th>
<th>Department: DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Arxium Inc.</td>
<td>Vendor #: 24540</td>
<td>Dept Contact: Dale Wagener</td>
<td></td>
</tr>
</tbody>
</table>

### Background and/or Reason for Change Order Request:
- This is to provide supplies to fast pak elite medication dispensing machine at the DPCC Pharmacy for the period 08/16/16 - 08/17/17.
- Decrease and close 1200-2085-52200 in the amount of $17,875.00 - contract expired

### IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

### INCREASE/DECREASE

| A Starting contract value | $36,000.00 |
| B Net $ change for previous Change Orders | |
| C Current contract amount (A + B) | $36,000.00 |
| D Amount of this Change Order | [ ] Increase [X] Decrease |
| E New contract amount (C + D) | $18,125.00 |
| F Percent of current contract value this Change Order represents (D / C) | -49.65% |
| G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | 49.65% |

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: to:
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source
- [ ] OTHER - explain below:

<table>
<thead>
<tr>
<th>cdk</th>
<th>4208</th>
<th>Jan 17, 2018</th>
<th>XAG</th>
<th>1-19-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials)</td>
<td>Phone Ext</td>
</tr>
</tbody>
</table>

### REVIEWED BY (initials Only)

<table>
<thead>
<tr>
<th>[X]</th>
<th>1-24-18</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

Attachment: Arxium 2013-0001 decrease and close change order (17-18-206 : Arxium Inc.)

---

**CONSENT AGENDA**

FEB 3 2018

Packet Pg. 165

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

---

Rev 1.6
**Request for Change Order**

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 1874-0001 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 4</th>
<th>Department: DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Arxium, Inc</td>
<td>Dec 1, 2015</td>
<td>Vendor #: 24540</td>
<td>Dept Contact: Dale Wagener</td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
- Contract agreement for the maintenance of Automated medication dispensing machine for the Pharmacy for the period 12/01/15 - 06/30/16.
- Decrease and close line 1200-2085-53370 in the amount of $21,605.00 - contract has expired

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th></th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$11,680.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$22,680.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$1,075.00</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-95.26%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-90.80%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

- Change budget code from: __________________________ to: __________________________
- Increase/Decrease quantity from: __________________________ to: __________________________
- Price shows: __________________________ should be: __________________________
- Decrease remaining encumbrance and close contract

**DECISION MEMO REQUIRED**

- Increase (greater than 29 days) contract expiration from: __________________________ to: __________________________
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount [Funding Source: __________________________]
- OTHER - explain below:

<table>
<thead>
<tr>
<th>cdk</th>
<th>Prepared By (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4208</td>
<td>x gc</td>
<td></td>
<td>Jan 18, 2018</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWS BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>PROCUREMENT OFFICER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/29/18</td>
<td>gc</td>
</tr>
</tbody>
</table>

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

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

**CONSENT AGENDA**
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 577-0001 SERV</th>
<th>Original Purchase Order Date: Dec 1, 2014</th>
<th>Change Order #: 1</th>
<th>Department: DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Automated Technologies</td>
<td>Vendor #: 11972</td>
<td>Dept Contact: Dale Wagener</td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request:</td>
<td>Contract agreement is for maintenance of the Automated medication dispensing machine at the DPCC Pharmacy for the period 12/01/14 - 11/30/15. Decrease 1200-2085-53370 in the amount of $31,695.00 - this agreement received a new agreement no. and has expired.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

DEcision MEMO NOT Required

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

DEcision MEMO REQUIRED

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

<table>
<thead>
<tr>
<th>cdk</th>
<th>4208</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prep. By (Initials)</td>
<td>Phone Ext</td>
</tr>
<tr>
<td>Jan 18, 2018</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reviewed By (Initials Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
</tr>
<tr>
<td>Procurement Officer</td>
</tr>
<tr>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

Packet Pg. 167

Attachment: Automated Technologies 577-0001 decrease and close change order (17-18-224 : Automated Technologies)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1862-0001 SERV</th>
<th>Original Purchase Order Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: EZ Way, Inc.</td>
<td>Vendor #: 11607</td>
</tr>
</tbody>
</table>

Department: DuPage Care Center
Dept Contact: Clementine Nelson

Background and/or Reason for Change Order Request:
Contract agreement for repair and maintenance of the EZ Way patient lifters for the period 06/01/16 - 05/30/17.
Decrease and close 1200-2050-52250, line 1 in the amount of $8,763.92
Decrease and close 1200-2050-53370, line 2 in the amount of $600.00
Decrease and close 1200-2050-52250, line 3 in the amount of $3,835.65
Decrease and close 1200-2050-53370, line 4 in the amount of $600.00 - contract has expired

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
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<tr>
<td>B</td>
<td></td>
<td></td>
</tr>
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<td>C</td>
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<tr>
<td>D</td>
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<td>E</td>
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<tr>
<td>F</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

INCREASE/DECREASE

- $24,700.00

DEcision Memo Not Required

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

DEcision Memo Required

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

CDK
Prepared By (Initials) 4208 Phone Ext 19-19-18 X QC Phone Ext 1-22-18

REVIEWED BY (Initials Only)
Buyer: __________ Date: 1-29-18
Procurement Officer: __________ Date: 1-29-18

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Attachment: EZ Way 1862-0001 SERV decrease and close change order (17-18-207 - EZ Way, Inc.)
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 1206-0001 SERV  
**Vendor Name:** Central DuPage Hospital d/b/a Health Lab  
**Vendor #:** 10259  
**Department:** DuPage Care Center  
**Dept Contact:** Clementine Nelson

**Change Order #:** 5  
**Original Purchase Order Date:** Jun 8, 2015

---

**Background and/or Reason for Change Order Request:**  
Contract agreement for patient laboratory services for the DuPage Care Center for the period of 06/08/15 - 06/07/16.  
Decrease 1200-2050-53070 in the amount of $10,052.23  
Decrease 1200-2055-53070 in the amount of $5,255.38 - contract expired

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

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

---

## INCREASE/DECREASE

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$44,000.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$44,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$28,692.39</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-34.79%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (D + D/A); (60% maximum on construction contracts)</td>
<td>-34.79%</td>
</tr>
</tbody>
</table>

---

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order  
- [ ] Change budget code from: __________________________ to: __________________________
- [ ] Increase/Decrease quantity from: __________________________ to: __________________________
- [ ] Price shows: __________________________ should be: __________________________

---

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: __________________________ to: __________________________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount [ ] Funding Source __________________________
- [ ] OTHER - explain below: __________________________

---

**cdk** 4208  
**Jan 19, 2018**  
**x QC**  
**1-22-18**  
**Prepared By** (Initials)  
**Phone Ext**  
**Date**  
**Recommended for Approval** (Initials)  
**Phone Ext**  
**Date**

---

**REVIEWED BY** (Initials Only)

**Buyer**  
**1/29/18**  
**GM**  
**1-29-18**  
**Procurement Officer**  
**Date**

**Chief Financial Officer**  
**(Decision Memos Over $25,000)**  
**Date**  
**Chairman's Office**  
**(Decision Memos Over $25,000)**  
**Date**

---

**CONSENT AGENDA**  
**Packet Pg. 169**

---

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 1152-0001 SERV  
**Original Purchase Order Date:** Jul 27, 2015  
**Change Order #:** 2  
**Department:** DuPage Care Center  
**Vendor Name:** Hill-Rom Company  
**Vendor #:** 11808  
**Dept Contact:** Clementine Nelson

**Background and/or Reason for Change Order Request:**
- Contract agreement for rental of fluidized air therapy bed for the period 07/27/15 through 07/26/16.
- Decrease and close 1200-2050-53410 in the amount of $29,970.00.
- Decrease and close 1200-2055-53410 in the amount of $11,430.00 - contract expired.

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

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

**INCREASE/DECREASE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A; 60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [x] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: 
- [ ] Increase $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source
- [ ] OTHER - explain below:

---

**Reviewed by (Initials Only):**

**Buyer:**   
**Date:** 1/29/18  
**Procurement Officer:**   
**Date:** 1/29/18

---

**Consent Agenda**

**Rev 1.6**

---

Packet Pg. 170

Attachment: Hill-Rom 1152-0001 decrease and close change order (17-18-209 : Hill-Rom Company)
### Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

---

**Purchase Order #:** 1940-0001 SERV  
**Original Purchase Order Date:** Jul 27, 2016  
**Change Order #:** 3  
**Department:** DuPage Care Center  
**Vendor Name:** Hill-Rom Company, Inc.  
**Vendor #:** 11808  
**Dept Contact:** Clementine Nelson

**Background and/or Reason for Change Order Request:**
- Contract agreement for rental of fluidized therapy beds for the DPCC, for the period 07/27/16 - 08/08/17
- Decrease line 1 in the amount of $38,970.00
- Decrease line 2 in the amount of $13,140.00 - contract has expired

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

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

### INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (E/D/A) (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

---

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order  
- [ ] Change budget code from: ___________________ to: ___________________  
- [ ] Increase/Decrease quantity from: ___________________ to: ___________________  
- [ ] Price shows: ___________________ should be: ___________________  
- [ ] Decrease remaining encumbrance and close contract  
- [ ] Increase encumbrance and close contract  
- [ ] Decrease encumbrance  
- [ ] Increase encumbrance

---

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: ___________________ to: ___________________  
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  
- [ ] Funding Source: ___________________  
- [ ] OTHER - explain below: ___________________

---

**cdk**  
**4208**  
**Jan 17, 2018**  
**X**  
**AC**  
**Date**  
**Recommended for Approval (Initials)**  
**Phone Ext**  
**Date**

---

**Reviewed By (Initials Only)**

- **Buyer**  
  **Date**
- **Procurement Officer**  
  **Date**
- **Chief Financial Officer**  
  **Date**
- **Chairman's Office**  
  **Date**

---

**CONSENT AGENDA**

**FEB 3 2018**

**Packet Pg. 171**

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
## Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>743-0001 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Jan 14, 2015</th>
<th>Change Order #:</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>HP Products Corp</td>
<td>Vendor #:</td>
<td>12415</td>
<td>Department:</td>
<td>DuPage Care Center</td>
</tr>
<tr>
<td>Dept Contact:</td>
<td>Vinit Patel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Background and/or Reason for Change Order Request:

Contract agreement for housekeeping cleaning supplies for the period 01/14/15 through 01/13/17. Decrease 1200-2035-52280 in the amount of $44,876.64 - contract expired.

### IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

| A | Starting contract value | $64,820.42 |
| B | Net change for previous Change Orders |
| C | Current contract amount (A + B) | $64,820.42 |
| D | Amount of this Change Order | Decrease | ($44,876.64) |
| E | New contract amount (C + D) | $19,943.78 |
| F | Percent of current contract value this Change Order represents (D / C) | 69.23% |
| G | Cumulative percent of all Change Orders (F/D/A); (60% maximum on construction contracts) | 11% |

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: __________ to: __________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source
- [ ] OTHER - explain below:

**Prepared By (Initials): cdk**

**Phone Ext:** 4208

**Date:** Jan 19, 2018

**Recommended for Approval (Initials):**

**Phone Ext:**

**Date:** 1-22-18

**Reviewed By (Initials Only):**

**Buyer:**

**Date:** 1/29/18

**Procurement Officer:**

**Date:** 1-29-18

**Chief Financial Officer**

(Decision Memos Over $25,000)

**Date:**

**Chairman's Office**

(Decision Memos Over $25,000)

**Date:**
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 1695-0001 SERV  
**Original Purchase Order Date:** Apr 10, 2016  
**Change Order #:** 3  
**Department:** DuPage Care Center  
**Vendor Name:** Maxim Staffing Solutions  
**Vendor #:** 13962  
**Dept Contact:** Clementine Nelson

**Background and/or Reason for Change Order Request:**
- Contract agreement is for supplemental staffing services for the period 04/10/16 - 04/09/17.
- Decrease line 1 in the amount of $39,850.88
- Decrease line 2 in the amount of $22,065.92 - contract has expired

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

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

### INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Starting contract value</td>
<td>$500,000.00</td>
</tr>
<tr>
<td><strong>B</strong> Net $ change for previous Change Orders</td>
<td>($313,884.00)</td>
</tr>
<tr>
<td><strong>C</strong> Current contract amount (A + B)</td>
<td>$186,116.00</td>
</tr>
<tr>
<td><strong>D</strong> Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td><strong>E</strong> New contract amount (C + D)</td>
<td>$124,199.20</td>
</tr>
<tr>
<td><strong>F</strong> Percent of current contract value this Change Order represents (D / C)</td>
<td>-33.27%</td>
</tr>
<tr>
<td><strong>G</strong> Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-75.16%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: ____________________________ to: ____________________________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source ____________________________
- [ ] OTHER - explain below:

---

**cdk**  
**4208**

**Prepared By (Initials):**  
**Phone Ext:**  
**Date:** Jan 18, 2018

---

**REVIEWED BY (Initials Only):**  
**4/29/18**

**Buyer:***  
**Date:**  
**Procurement Officer:***  
**Date:**  
**Chief Financial Officer:***  
**Date:**  
**Chairman's Office:***  
**Date:**

---

**CONSENT AGENDA**

---

Attachment: Maxim Staffing Solutions 1695-0001 SERV decrease and close change order (17-18-211 : Maxim Healthcare)
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

---

<table>
<thead>
<tr>
<th>Purchase Order #: 529-0001 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #:</th>
<th>Department: DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jan 15, 2014</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

| Vendor Name: McKesson Medical Surgical | Vendor #: 10196 | Dept Contact: Clementine Nelson |

---

**Background and/or Reason for Change Order Request:**

Contract agreement for Prime supplier of general medical supplies and surgical supplies for the period 01/15/14 through 01/14/15.

- Decrease and close 1200-2050-52320 in the amount of $31,414.96 ✓
- Decrease and close 1200-2085-52320 in the amount of $900.00
- Decrease and close 1200-2055-52320 in the amount of $49,519.19

**Contract expired**

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

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

---

**INCREASE/DECREASE**

| A | Starting contract value | $280,900.00 |
| B | Net $ change for previous Change Orders | |
| C | Current contract amount (A + B) | $280,900.00 |
| D | Amount of this Change Order | Decrease |
| E | New contract amount (C + D) | $199,065.81 |
| F | Percent of current contract value this Change Order represents (D / C) | 29.13% |
| G | Cumulative percent of all Change Orders [B]+/[A]; (60% maximum on construction contracts) | 29.13% |

---

**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from:  
  - to: 
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source
- [ ] OTHER - explain below:
  - 

---

**Packet Pg. 174**

---

**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Purchase Order #1537-0001 SER

Original Purchase Order Date: Jan 15, 2016  Change Order #: 2

Vendor Name: McKesson Medical-Surgical  Vendor #: 10196

Dept Contact: Clementine Nelson

Department: DuPage Care Center

Background and/or Reason for Change Order Request:
Contract agreement for prime supplier for medical surgical supplies for the period 01/15/16 through 01/14/17. decrease line 1 in the amount of $20,245.22 decrease line 2 in the amount of $12,934.67 - contract expired

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
</tr>
<tr>
<td>B Net % change for previous Change Orders</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

☐ Price shows: __________________________ should be: __________________________

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: __________________________ to: __________________________

☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  ☐ Funding Source: __________________________

☐ OTHER - explain below:

CDK: 4208  Phone Ext: Jan 18, 2018  Recommended for Approval (Initials): X  Phone Ext Date:

REVIEWED BY (Initials Only)

Buyer:  Date: 1/29/18  Procurement Officer:  Date: 1/29/18

Chief Financial Officer:  Date:  Chairman's Office:  Date:

Attachment: McKesson 1537-0001 decrease and close out change order (17-18-213 : McKesson Medical Surgical)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Jan 19, 2018

MinuteTraq (IQM2) ID #: 11832

Purchase Order #: 468-0001 SERV  Original Purchase Order Date: Oct 9, 2013  Change Order #: 4  Department: DuPage Care Center

Vendor Name: Provinet Solutions  Vendor #: 12261  Dept Contact: Shauna Berman

Background and/or Reason for Change Order Request: Contract agreement for electronic health record implementation consulting services for the period 10/9/13 - 11/30/17. Decrease and close line 1200-2000-53090 in the amount of $51,237.50 - contract expired

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$83,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$83,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$31,762.50</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-68.73%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-68.73%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

Prepared By (Initials): 4208  Phone Ext: 4208  Date: Jan 19, 2018  Recommended for Approval (Initials): 4208  Phone Ext: 4208  Date: 1-18-22

REVIEWED BY (Initials Only)

Buyer: 1-25-18  Procurement Officer: 1-25-18

Chief Financial Officer (Decision Memos Over $25,000):  Date: Chairman's Office (Decision Memos Over $25,000): Date:  

Attachment: Provinet Solutions 468-0001 decrease and close out change order (17-18-214 : Provinet Solutions)
Request for Change Order
Procurement Services Division

Purchase Order #: 851-1-SERV
Original Purchase Order Date: Sep 13, 2013
Change Order #: 1
Department: Community Services
Vendor Name: Sears Commercial
Vendor #: 10091
Dept Contact: Karen Graczyk

Background and/or Reason for Change Order Request:
P.O. expired 6/30/14 and needs to be closed in ERP and funds released.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED
☐ Cancel entire order
☐ Change budget code from: ____________________________ to: ____________________________
☐ Increase/Decrease quantity from: ____________________________ to: ____________________________
☐ Price shows: ____________________________ should be: ____________________________
☒ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

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

KSG: 6543
Prepared By (Initials) Phone Ext Jan 24, 2018
Date

Recommended for Approval (Initials) Phone Ext Date
6Y57 1-24-17

REVIEWED BY (Initials Only)
Buyer: ____________________________ Date: 1-25-18
Procurement Officer: ____________________________ Date: 1-25-18

Chief Financial Officer (Decision Memos Over $25,000)
Date: Chairman’s Office (Decision Memos Over $25,000)
Date:

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
**Request for Change Order**

**Procurement Services Division**

*Attach copies of all prior Change Orders*

---

**Purchase Order #: 528-0001 SERV**

- **Original Purchase Order Date:** Aug 14, 2013
- **Change Order #:** 1

**Vendor Name:** Strategic Reimbursement Inc.

**Vendor #:** 10842

**Dept Contact:** Ken Jepsen

**Department:** DuPage Care Center

**Background and/or Reason for Change Order Request:**

- Contract agreement for preparation and submission of the DPCC's annual Medicare & Medicaid cost reports to the State and Federal Government for the period December 1, 2013 through November 30, 2017.
- Decrease and close 1200-2010-53000 in the amount of $38,149.84 - contract expired.

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

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

---

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$73,500.00</td>
<td>$73,500.00</td>
<td>Decrease</td>
<td>($38,149.84)</td>
<td>$35,350.16</td>
<td>1.90%</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td>Increase</td>
<td>Decrease</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

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

---

**cdk**

- **4208**
- **Jan 19, 2018**
- **X**
- **1-22-18**

**Prepared By (Initials)/Phone Ext./Date**

**Recommended for Approval (Initials)/Phone Ext./Date**

**REVIEWED BY (Initials Only)**

- **Buyer**
- **31-30-18**
- **Procurement Officer**
- **1-30-18**

- **Chief Financial Officer**
- **Decision Memos Over $25,000**
- **Date**
- **Chairman's Office**
- **Decision Memos Over $25,000**
- **Date**

---

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**

---

**Attachment: Strategic Reimbursement 528-0001 decrease and close change order (17-18-216 : Strategic Reimbursement Inc.)**
## Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>959-0001 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Jun 1, 2015</th>
<th>Change Order #:</th>
<th>1</th>
<th>Department:</th>
<th>DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Sysco Food Service</td>
<td>Vendor #:</td>
<td>10555</td>
<td>Dept Contact:</td>
<td>Mark DelCorio</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
- Contract agreement for primary food supplies and chemicals for the DuPage Care Center and Campus Cafe's for the period 06/01/15 through 05/30/16.
- Decrease line 1 in the amount of $15,893.90
- Decrease line 2 in the amount of $18,308.70
- Decrease line 3 in the amount of $5,308.70
- Decrease line 4 in the amount of $2,905.18
- Decrease line 5 in the amount of $12,662.90
- Decrease line 6 in the amount of $12,662.90

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$1,160,090.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$1,160,090.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease $(55,816.01)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$1,104,273.99</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-4.81%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
<td></td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: to:
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source
- [ ] OTHER - explain below:

<table>
<thead>
<tr>
<th>Prepared By (Initials)</th>
<th>4208</th>
<th>Phone Ext</th>
<th>Jan 19, 2018</th>
<th>X</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>cdk</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1-22-18</td>
</tr>
</tbody>
</table>

**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>1/29/18</td>
<td></td>
<td>1-29-18</td>
</tr>
</tbody>
</table>

Chief Financial Officer (Decision Memos Over $25,000)

Chairman's Office (Decision Memos Over $25,000)
# Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 744-0001 SERV</th>
<th>Original Purchase Order Date: Jan 14, 2015</th>
<th>Change Order #: 4</th>
<th>Department: DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Warehouse Direct</td>
<td>Vendor #: 10058</td>
<td></td>
<td>Dept Contact: Vinay Patel</td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
- Contract agreement to furnish and deliver housekeeping supplies & cleaning chemicals (cleaning chem sec 2) for the period 01/14/15 - 01/13/17.
- Decrease line 1200-2037-52280 in the amount of $45,385.32 - contract expired

**IN ACCORDANCE WITH 720 ILC§ 5/33E-9**

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

## INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$108,651.70</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td>$108,651.70</td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>$108,651.70</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td>($45,385.32)</td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>$63,266.38</td>
</tr>
<tr>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>41.77%</td>
</tr>
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<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>43.77%</td>
</tr>
</tbody>
</table>

## DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Contingency
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

## DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: ___________ to: ___________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source ___________
- [ ] OTHER - explain below: _____________________________________________

<table>
<thead>
<tr>
<th>Prepared By (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>cdk</td>
<td>4208</td>
<td>Jan 18, 2018</td>
<td>X jc.</td>
<td>Recommended for Approval (Initials)</td>
<td>Phone Ext</td>
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</table>

<table>
<thead>
<tr>
<th>Reviewed By (Initials Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer Date Procurement Officer Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000) Date</th>
<th>Chairman's Office (Decision Memos Over $25,000) Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Consent Agenda**

Rev 1.6

Packet Pg. 180
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2813-0001 SERV</th>
<th>Original Purchase Order Date: Oct 1, 2017</th>
<th>Change Order #: 1</th>
<th>Department: Community Services - Seniors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Diana Padilla</td>
<td>Vendor #: 25623</td>
<td>Dept Contact: Mary Lee Tomsa</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Decrease and close.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**
- [x] (A) Were not reasonably foreseeable at the time the contract was signed.
- ☐ (B) The change is germane to the original contract as signed.
- [x] (C) Is in the best interest of the County of DuPage and authorized by law.

**INCREASE/DECREASE**

| A | Starting contract value | $15,000.00 |
| B | Not $ change for previous Change Orders |
| C | Current contract amount (A + B) | $15,000.00 |
| D | Amount of this Change Order | Decrease ($11,370.35) |
| E | New contract amount (C + D) | $3,629.65 |
| F | Percent of current contract value this Change Order represents (D / C) | -75.80% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -75.80% |

**DECISION MEMO NOT REQUIRED**
- ☐ Cancel entire order
- ☑ Close Contract
- ☐ Contract Extension (29 days)
- ☐ Consent Only
- ☐ Change budget code from: ____________ to: ____________
- ☐ Increase/Decrease quantity from: ____________ to: ____________
- ☐ Price shows: _ ____________ should be: ____________
- ☑ Decrease remaining encumbrance and close contract
- ☐ Increase encumbrance and close contract
- ☐ Decrease encumbrance
- ☐ Increase encumbrance

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

**Reviewed By (Initials Only)**

<table>
<thead>
<tr>
<th>MT</th>
<th>6145</th>
<th>1/18/18</th>
<th>MNX</th>
<th>6457</th>
<th>1/18/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By</th>
<th>1/29/18</th>
<th>Gm</th>
<th>1/29/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>Date</td>
<td>Procurement Officer</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>

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FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
DuPage County

Grant Proposal Notification

GRANT NAME: HOME Investment Partnership Program

GRANTING ENTITY: U.S. Department of Housing and Urban Development

COUNTY DEPARTMENT: Community Development Commission, Division of Community Services

PARENT COMMITTEE: Health and Human Services

DEPARTMENT CONTACT: Christine Pedersen

AMOUNT REQUESTED: $1,280,596

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

Narrative (Purpose of grant; justification of need):
This grant (entering its 27th year) is beneficial to the residents in DuPage County by providing funding for activities such as: 1.) Construction of units of affordable and accessible housing, including housing units for seniors. 2.) Homebuyer Assistance, especially for the first-time homebuyer. 3.) Rehabilitation - enabling residents to maintain their property and remain in their homes. 4.) Tenant Based Rental Assistance - available to DuPage County residents for up to two years.

Grant proposal submission due date (MM/DD/YYYY) 2/1/2018

Start Date: 4/1/2018  Completion Date: 3/31/2019

Year: 8  Duration (years): 1

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 25%

County’s match amount: (auto fill) 320,149.00
*Department may seek additional funding in the future to provide match amount

County fund that will provide the matching requirement: Match provided by sub-recipients

Grant amount request (auto fill) $1,280,596.00

All other funding already allocated for project or project phase

Total project or project phase cost (auto fill) $1,600,745.00

☐ Please check this box if you are interested in having a grant writer prepare this grant proposal
Grant Proposal Notification Report 004-18

Submitted on: 1/10/2018 Submitted by: Christine Pedersen, Community Services

Purpose of Grant: The HOME Investment Partnership Grant from the US Department of Housing and Urban Development (HUD) provides funding to create and maintain affordable housing for low-income families throughout DuPage County.

Proposal Due Date: 2/01/2018 Project Period: 4/1/18-3/31/19

Matching Requirement: ☑ Yes ☐ No Explain: 25% - See “Other Information”

Headcount Requirement: ☐ Yes ☑ No Explain: ____________________________

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.): This continuation grant in the approximate amount of $1,280,596 will be in the 27th year of supporting DuPage County. The matching requirement is passed along to the sub-award projects and the sponsoring entities and organizations. Due to this procedure, DuPage County has never needed to provide matching funds in any of the previous 26 years and does not forecast this trend to change in the future.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form submitted by Christine Pedersen, Community Services.
DuPage County

Grant Proposal Notification

GRANT NAME: Emergency Solutions Grant

GRANTING ENTITY: U.S. Department of Housing and Urban Development

COUNTY DEPARTMENT: Community Development Commission, Division of Community Services

PARENT COMMITTEE: Health and Human Services

DEPARTMENT CONTACT: Christine Pedersen

AMOUNT REQUESTED: $285,654

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

Narrative (Purpose of grant; justification of need):

This grant provides funding for services for homeless or in danger of becoming homeless individuals and families throughout DuPage County. Qualifying organizations providing services such as housing assistance, rapid re-housing, homeless prevention, emergency shelter, street outreach, and the management of the information system linking the organizations.

Grant proposal submission due date (MM/DD/YYYY) ____________________________

2/1/2018

Start Date: 4/1/2018

Completion Date: 3/31/2019

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:

Year: _____________________________________________________________

2018

Duration (years): ________

1

If awarded, will this grant require the hiring of additional staff or personnel?

☐ Yes ☐ No

If yes, please list:

How many new positions will be created: ________________________________

0

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:

☐ Yes ☐ No

Are matching funds required?

☐ Yes ☐ No

If yes, please answer the following questions:

Percentage of funding required by granting agency __________________________

100%

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) $ 285,654.00

All other funding already allocated for project or project phase

Total project or project phase cost ____________________________

(auto fill) $ 285,654.00

☐ Please check this box if you are interested in having a grant writer prepare this grant proposal

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Grant Proposal Notification Report 005-18

Submitted on: 1/10/2018 Submitted by: Christine Pedersen, Community Services

Purpose of Grant: The Emergency Solutions Grant (ESG) from the US Department of Housing and Urban Development (HUD) will provide funding for services directed to homeless or near homeless individuals and families throughout DuPage County.

Proposal Due Date: 2/01/2018 Project Period: 4/1/18-3/31/19

Matching Requirement: ☑ Yes ☐ No Explain: see “Other information”

Headcount Requirement: ☐ Yes ☑ No Explain: ____________________________

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.): This continuation grant is in the approximate amount of $285,654. DuPage County’s matching requirement only applies to the maximum allowable funding allocated to administrative costs, which is capped at 7.5% of the overall grant. The grant is sub-awarded to public organizations. Sub-awardees are responsible for providing a 100% match. This is the 7th year as the Emergency Solutions Grant; it was previously known as the Emergency Shelter Grant. DuPage County has received this grant award for the past 29 years.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form submitted by Christine Pedersen, Community Services.
DuPage County

Grant Proposal Notification

GRANT NAME: Community Development Block Grant

GRANTING ENTITY: U.S. Department of Housing and Urban Development

COUNTY DEPARTMENT: Community Development Commission, Division of Community Services

PARENT COMMITTEE: Health and Human Services

DEPARTMENT CONTACT: Christine Pedersen

AMOUNT REQUESTED: $3,589,224

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

Narrative (Purpose of grant; justification of need):
This grant (now entering its 44th year) serves residents in DuPage County by providing funding for activities such as: 1.) Infrastructure and Accessibility - benefiting entire municipalities. 2.) Public service - benefiting neighborhood resource centers, food pantries, community clinics and homeless shelters. 3.) Affordable housing - benefiting families and seniors with quality housing. 4.) Rehabilitation - assisting homeowners and group homes to maintain the housing stock and prevent blight, and 5.) Accessibility projects throughout the County.

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<tr>
<th>Grant proposal submission due date (MM/DD/YYYY)</th>
<th>2/1/2018</th>
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<tr>
<th>Project or project phase period covered by grant:</th>
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<tr>
<td>Start Date: 4/1/2018</td>
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<td>Year: 2018</td>
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If awarded, will this grant require the hiring of additional staff or personnel? Yes No

- 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: 0
  - What fund will be used to compensate personnel after the project period ends:

Are matching funds required? Yes No

- 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) $ 3,589,224.00

All other funding already allocated for project or project phase

Total project or project phase cost (auto fill) $ 3,589,224.00

☐ Please check this box if you are interested in having a grant writer prepare this grant proposal
Grant Proposal Notification Report 003-18

Submitted on: 1/10/2018 Submitted by: Christine Pedersen, Community Services

Purpose of Grant: The Community Development Block Grant (CDBG) from the US Department of Housing and Urban Development (HUD) provides funding for projects including Infrastructure, Accessibility, Public Facilities, Affordable Housing, and Social Service Programs that serve residents of DuPage County.

Proposal Due Date: 2/01/2018 Project Period: 4/1/18-3/31/19

Matching Requirement: ☒ Yes ☐ No Explain: Please see “Other information”
Headcount Requirement: ☐ Yes ☒ No Explain: ________________

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.): This continuation grant in the approximate amount of $3,589,224 will be in the 44th year of supporting DuPage County. Matching funds for this grant will be provided by sub-awardees of grant funding and vary by project.

For more information on the purpose of the grant and the justification of need, please see the Grant Proposal Notification Form submitted by Christine Pedersen, Community Services.