1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN'S REMARKS

5. APPROVAL OF MINUTES:
   
   A. Judicial and Public Safety Committee - Regular Meeting - Tuesday June 19th, 2018

6. BUDGET TRANSFERS

   A. Budget Transfers -- Transfer of funds from account no 53828 (contingencies) to account nos 50000 (regular salaries) and 50010 (overtime) for the Coroner Fee Fund in the amount of $3,000.00 to cover expenses incurred from 2% increase in salary and overtime for an employee.

7. ACTION ITEMS

   A. 2018-170 Recommendation for the approval for a contract purchase order issued to Logicalis for renewal of Genus MBS software for the Circuit Court Clerk, for a contract total amount not to exceed $6,489.00, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.

   B. 2018-171 Recommendation for the approval for a contract purchase order issued to Business IT Source for purchase of computer equipment for the Circuit Court Clerk, for a contract total amount not to exceed $10,771.15, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.

   C. 2018-172 Recommendation for the approval for a contract purchase order to Q-Matic Corporation for the renewal of the annual Q-Matic System covering the period July 1, 2018 through June 30, 2019 for the Circuit Court Clerk Office, for a contract total amount not to exceed $12,459.90, per 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00.
D. FI-R-0243-18 RESOLUTION -- Acceptance and Appropriation of the Adult Redeploy Illinois Program Grant PY19 Interagency Agreement No. 199001, Company 5000 - Accounting Unit 6192, $336,890

E. FI-R-0244-18 RESOLUTION -- Acceptance and Appropriation of the Donated Funds Initiative Program Grant PY 2019 Agreement No. FCSWJ00210, Company 5000 - Accounting Unit 6560, $103,119

F. FI-R-0245-18 RESOLUTION -- Acceptance and Appropriation of the Juvenile Justice Youth Serving Program Grant PY19 Intergovernmental Agreement #FCSXR04985 Company 5000 - Accounting Unit 6165 $65,000

G. FI-R-0246-18 RESOLUTION -- Acceptance and Appropriation of the ILDCFS Children's Advocacy Center Grant PY2019 Grant Agreement No. 1351299019 Company 5000 - Accounting No. 6580 $64,180

H. FI-R-0247-18 RESOLUTION -- Acceptance and Appropriation of the Violent Crime Victims Assistance Program Grant Agreement PY2019 Agreement No. 19-0620 Company 5000 - Agency 6620 $31,500

8. INFORMATIONAL ITEMS


9. BUDGET PRESENTATIONS


10. OLD BUSINESS

11. NEW BUSINESS

12. ADJOURNMENT
1. CALL TO ORDER

8:15 AM meeting was called to order by Chairman Grant Eckhoff at 8:15 AM.

2. ROLL CALL

PRESENT: Hart, DiCianni, Eckhoff, Grant (8:16 AM), Grasso (Remote), Khouri (8:18 AM), Larsen, Noonan, Puchalski, Tornatore, Zay

ABSENT: Healy

3. PUBLIC COMMENT

None

4. CHAIRMAN'S REMARKS

Chairman Eckhoff thanked Assistant State's Attorney Brian Gorka for his time and hard work while here at the County. Well wishes and congratulations were sent his way as Gorka leaves to pursue a new employment opportunity.

5. APPROVAL OF MINUTES:

A. Judicial/Public Safety Committee - Regular Meeting - Jun 5, 2018 8:15 AM

Member Grant arrived at 8:16 AM.

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Donald Puchalski, District 1
SECONDER: Peter DiCianni, District 2
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy, Khouri

6. BUDGET TRANSFERS
A. Budget Transfers -- Transfer of funds from account to nos 50000 (regular salaries), 51050 (flexible benefit earnings), 51010 (employer share IMRF), 51040 (employee med & hos insurance), and 53500 (mileage expense) to account nos 51030 (employer share social security), 53090 (other professional services), 53260 (wireless communication svc), and 52200 (operating supplies & materials) for FCSWR03529 Juvenile Justice Grant in the amount of $9,421.00 to adjust budget lines per approval of the grant agency.

RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy, Khouri

7. ACTION ITEMS

A. FI-R-0231-18 RESOLUTION -- Illinois Family Violence Coordination Council Grant PY19 Intergovernmental Agreement #329518 Company 5000-Accounting Unit 6000 $32,550

RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Sam Tornatore, District 1
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy, Khouri

B. JPS-P-0189-18 Recommendation for the approval of a contract purchase order to Currie Motors, for the purchase of one (1) 2018 Ford Transit-250 Van-Forensic Investigation Vehicle and one (1) 2018 Ford Transit-350 Van-Transport Vehicle for the Sheriff’s Office, for a contract total amount not to exceed $57,987.00, Per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" – NWMC Northwest Municipal Conference #152.

Member Zay queried whether or not all of the Sheriff’s older vans had now been replaced. Chief Romanelli spoke to the effect that 2 vans are projected to need replacement yet in the upcoming year.
RESULT: APPROVED [UNANIMOUS]  
MOVER: Sean T Noonan, District 2  
SECONDER: Robert L Larsen, Vice Chair  
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Larsen, Noonan, Puchalski, Tornatore, Zay  
ABSENT: Healy, Khouri

C. JPS-P-0186-18 Recommendation for the approval for a contract purchase order to Ray O'Herron Co. Inc. to provide Firearm Ammunition as needed for the Sheriff's Office. This contract covers the period of July 1, 2018 through June 30, 2019, for a contract total amount not to exceed $80,000.00. Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois) Master Contract #4018508.

Member Khouri arrived at 8:18 AM.

RESULT: APPROVED [UNANIMOUS]  
MOVER: Peter DiCianni, District 2  
SECONDER: Donald Puchalski, District 1  
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay  
ABSENT: Healy

D. Authorization to Travel -- OHSEM Coordinator to travel to Flora, Illinois on June 26 and 27th of 2018 to attend a training for Joint Information System-Joint Information Center planning for Public Information Officers (PIO). The approximate cost is $0.00.

RESULT: APPROVED [UNANIMOUS]  
MOVER: Tonia Khouri, District 5  
SECONDER: Sean T Noonan, District 2  
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay  
ABSENT: Healy

8. INFORMATIONAL ITEMS
RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, District 1
SECONDER: Peter DiCianni, District 2
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy

A. Grant Proposal Notifications -- GPN & Report #034-18 - Comprehensive Law Enforcement Response to Drugs - Illinois Criminal Justice Information Authority - DuPage State's Attorney - $133,194

B. Grant Proposal Notifications -- GPN & Report 033-18 - Children's Advocacy Centers of Illinois Victims of Crime Act Grant PY19 - Children's Advocacy Centers of Illinois - DuPage County State's Attorney (Children's Center) - $72,934

C. Grant Proposal Notifications -- GPN & Report #035-18 - DCFS Children's Advocacy Center Grant PY19 - Illinois Dept. Of Children's & Family Services - DuPage County State's Attorney (Children's Center) - $64,180

9. OLD BUSINESS

Chief Romanelli wanted to address two points with the group. They are as follows:

1. April of 2018 saw the 4th floor of the jail closed. There has been a reduced number of inmates which has allowed for the floor to remain unoccupied.
2. As of June 5th 2018, the Sheriff's department has achieved the reduced personnel headcount of 392 as requested by the resolution previously passed.

10. NEW BUSINESS

11. ADJOURNMENT

A. Motion to Adjourn

Without objection, the meeting was adjourned at 8:20 AM.

RESULT: APPROVED [UNANIMOUS]
MOVER: Donald Puchalski, District 1
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy
DuPage County, Illinois  
BUDDGET ADJUSTMENT  
Effective September 21, 2016  

From: 1300  
Company #  

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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</thead>
<tbody>
<tr>
<td>4130</td>
<td>53828</td>
<td></td>
<td>CONTINGENCIES</td>
<td>$3,000.00</td>
<td>9460</td>
<td>5960</td>
<td>6/29/18</td>
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Total: $3,000.00

To: 1300  
Company #  

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4130</td>
<td>50000</td>
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<td>REGULAR SALARIES</td>
<td>$1,500.00</td>
<td>20558.81</td>
<td>22,058.81</td>
<td>6/29/18</td>
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<tr>
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<td>OVERTIME</td>
<td>$1,500.00</td>
<td>954.72</td>
<td>2,454.72</td>
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</tr>
</tbody>
</table>

Total: $3,000.00

Reason for Request:  
To cover the expenses incurred from 2% increase in salary and overtime for an employee.

Department Head:  
Date: 6/29/18

Chief Financial Officer:  
Date: 6/29/18

Fiscal Year: 2018  
Budget Journal #:  
Acctg Period:  
Entered By/Date:  
Released By/Date:  
Posted By/Date:  

---

Attachment: coroner fee fund (17-18-700 : Budget Transfer-Coroners Fee Fund-$3,000.00)
Requisition under 25k dollars

2018-170
Requisition under 25k dollars

2018-170

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>June 14, 2018</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

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<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bernadette Mason</td>
<td>Completed</td>
<td>06/14/2018 11:43 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
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</tr>
<tr>
<td>Wendi Wagner</td>
<td>Completed</td>
<td>06/14/2018 3:27 PM</td>
</tr>
<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>06/15/2018 7:19 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>06/21/2018 10:28 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>06/22/2018 2:58 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>06/25/2018 10:08 AM</td>
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<tr>
<td>Judicial/Public Safety Committee</td>
<td>Pending</td>
<td>07/10/2018 8:15 AM</td>
</tr>
<tr>
<td>Technology Committee</td>
<td>Pending</td>
<td>07/17/2018 9:00 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Logicalis
- **Vendor #:** 12232
- **Attn:** Janette Horton
- **Email:** Janette.horton@us.logicalis.com
- **Address:** 8945 S Harl Ave, Suite 102
- **City:** Tempe
- **State:** AZ
- **Zip:** 85284
- **Phone:** 248-232-5537

### Send Invoices To:
- **Dept:** Circuit Court Clerk
- **Division:** Accounting
- **Attn:** Julie Ellefsen
- **Email:** julie.ellefsen@18thjudicial.org
- **Address:** 505 N County Farm Rd
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-8590

### Send Payments To:
- **Vendor:** Logicalis
- **Vendor #:** 12232
- **Attn:** Janette Horton
- **Email:** Janette.horton@us.logicalis.com
- **Address:** 8945 S Harl Ave, Suite 102
- **City:** Tempe
- **State:** AZ
- **Zip:** 85284
- **Phone:** 248-232-5537

### Ship To:
- **Dept:** Circuit Court Clerk
- **Division:** Operations
- **Attn:** Mary Heaton
- **Email:** mary.heaton@18thjudicial.org
- **Address:** 505 N County Farm Rd
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-8579

### Payment Terms
- **F.O.B.:** PO 20 Delivery Date
- **Requisitioner:**

<table>
<thead>
<tr>
<th>Use for</th>
<th>PO25 only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator</td>
<td>Contract Start Date</td>
</tr>
<tr>
<td>7/1/18</td>
<td>6/30/19</td>
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</table>

### Item Details

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<th>Qty</th>
<th>UOM</th>
<th>Item Detail</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Acts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
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<td>EA</td>
<td>MBS Software Annual Renewal</td>
<td>18</td>
<td>1400</td>
<td>6730</td>
<td>53807</td>
<td></td>
<td>6,489.00</td>
<td>6,489.00</td>
<td></td>
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</tbody>
</table>

**Requisition Total:** $6,489.00

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

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

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

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Logicalis</th>
<th>Vendor #: 12232</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept: Circuit Court Clerk</th>
<th>Contact: Julie Ellefsen</th>
<th>Phone: 630-407-8590</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

### Contract Information

<table>
<thead>
<tr>
<th>Contract Term: 07/01/18-06/30/19</th>
<th>Contract Total: $6,489.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Description of Procurement/Scope of Work/Background

Renewal of annual MBS software license

### Reason for Procurement

Renewal of our annual MBS software license. MBS StorageView is the software that is used to communicate between CM and the TSM on the image server.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 18-1400-6730-53807
- [ ] Budget Transfer (Date) Add'l Information

### DECISION MEMO NOT REQUIRED

- [x] LOWEST RESPONSIBLE QUOTE # or BID # __________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # __________
- [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [x] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jun 13, 2018</td>
<td>John Hansen</td>
<td>6-13-18</td>
<td>6-21-18</td>
<td></td>
</tr>
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### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>6/21/18</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6-22-18</td>
</tr>
</tbody>
</table>
Dupage County Judicial Center  
Mary Louise Heaton  
630-407-8579  
mary.heaton@18thjudicial.org  
505 N. County Farm Rd.  
Wheaton, IL 60187-3907

Account Representative:  
AI Robles  
3500 Lacey Road, Downers Grove, IL 60515  
Phone: 331-777-3637  
Fax: 630-737-1039  
AI.Robles@us.logicalis.com

SUPPORT QUOTE SUMMARY

<table>
<thead>
<tr>
<th>Quote Number</th>
<th>Vendor</th>
<th>Support Contract ID</th>
<th>Coverage Start</th>
<th>Coverage End</th>
<th>Net Price</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>701318</td>
<td>Genus Technologies LLC</td>
<td>DUPA_MBSMAINT</td>
<td>07/01/2018</td>
<td>06/30/2019</td>
<td>$6,489.00</td>
<td>Mary Louise Heaton</td>
</tr>
</tbody>
</table>

TOTAL SUPPORT COST

$6,489.00

Genus Technologies - Support Renewal

Quotes are valid for 30 days, unless noted differently in the quote expiration field above.
Cancellation of a contract and credit for any unused services can only be issued based on the manufacturer's End User License Agreement terms and conditions.
Logicalis will only issue credit for support renewal services when the manufacturer has approved the cancellation and a credit return.
The customer is responsible for verifying and approving correct quantities on maintenance renewal quotes prior to ordering.
Any quantity adjustments after the order is accepted must be reviewed and accepted or denied by the manufacturer.
In these situations, Logicalis will only issue credit if approved by the manufacturer.

Total excludes all taxes. If applicable, taxes will be applied and invoiced based upon the address(es) found on this quote.
If the address(es) are not correct, it is up to the customer to notify Logicalis when the quote is signed or when a PO is provided.
They will be calculated at the current tax rate.

Note: The information in this proposal is considered proprietary and CONFIDENTIAL to Logicalis.
By acceptance of this information, your company agrees to maintain this confidentiality and use such information for internal purposes only.

Attachment: Logicalis - 12926 Quote (2018-170 : Logicalis - Genus MBS Software)
A Purchase Order or signature below is required to initiate this order:

**PLEASE INCLUDE QUOTE NUMBER ON PURCHASE ORDER**

Authorized Signature

John Larson

Logicalis Terms Net 30

Date: 6-13-18

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

Company Name: Logicalis, Inc
Contact Phone: 331-777-3637
Company Contact: Al Robles
Contact Email: Al.Robles@US.Logicalis.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>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: SIGNATURE ON FILE

Printed Name: Al Robles
Title: Account Executive
Date: 4-18-18

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
Requisition under 25k dollars

2018-171
## 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>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 14, 2018</td>
<td>$10,771.15</td>
<td>CIRCUIT COURT CLERK</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Source Selection</th>
<th>Status</th>
<th>Date and Time</th>
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</thead>
<tbody>
<tr>
<td>Bernadette Mason</td>
<td>Completed</td>
<td>06/14/2018 11:25 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>06/14/2018 2:42 PM</td>
</tr>
<tr>
<td>Wendi Wagner</td>
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<td>06/15/2018 7:22 AM</td>
</tr>
<tr>
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<td>Completed</td>
<td>06/21/2018 10:23 AM</td>
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<td>Paul Rafac</td>
<td>Completed</td>
<td>06/27/2018 5:52 PM</td>
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<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>06/28/2018 5:31 PM</td>
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<td>Pending</td>
<td>07/10/2018 8:15 AM</td>
</tr>
<tr>
<td>Technology Committee</td>
<td>Pending</td>
<td>07/17/2018 9:00 AM</td>
</tr>
</tbody>
</table>
### Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**
- Vendor: Business IT Source  
  - Vendor #: 12792  
  - Attn: Dan Frauenheim  
  - Email: danf@bitsinc.com  
  - Address: 850 Asbury Drive, Unit B  
  - City: Buffalo Grove  
  - State: IL  
  - Zip: 60089  
  - Phone: 847-793-0600  
  - Fax:  

**Send Invoices To:**
- Dept: Circuit Court Clerk  
  - Division: Accounting  
  - Attn: Julie Ellefson  
  - Email: julie.ellefson@18thjudicial.org  
  - Address: 505 N County Farm Rd  
  - City: Wheaton  
  - State: IL  
  - Zip: 60187  
  - Phone: 630-407-8590  
  - Fax:  

**Send Payments To:**
- Vendor: Business IT Source  
  - Vendor #:  
  - Attn: Dan Frauenheim  
  - Email: danf@bitsinc.com  
  - Address: 850 Asbury Drive, Unit B  
  - City: Buffalo Grove  
  - State: IL  
  - Zip: 60089  
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**Ship To:**
- Dept: Circuit Court Clerk  
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  - Attn: Julie Ellefson  
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  - Phone: 630-407-8590  
  - Fax:  

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<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
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<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
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<td>EA</td>
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<td>Kingston 8 Gb module DDR4 2400mhz</td>
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<td>Kingston 8 gb DDR4 SDRAM module for laptop</td>
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<td>52100</td>
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<td>367.15</td>
<td>367.15</td>
</tr>
</tbody>
</table>

**Requisition Total:** $10,771.15

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

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

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

### Procurement Services Division

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

<table>
<thead>
<tr>
<th>Vendor: Business IT Source</th>
<th>Vendor #: 12792</th>
<th>Contract Term:</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Circuit Court Clerk</td>
<td>Contact: Julie Ellefson</td>
<td>Phone: 630-407-7480</td>
<td>Assigned Committee: JPS</td>
</tr>
</tbody>
</table>

### Description of Procurement/Scope of Work/Background

Purchase of needed equipment.

### Reason for Procurement

This includes the yearly purchase of equipment for the Circuit Court, additional equipment for opening an additional court room and to replace broken and some additional equipment within the Circuit Court Clerk office.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 18-1400-6720-52100
- [ ] Budget Transfer (Date) ________________ Add'l Information

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # __________________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [x] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # __________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

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

<table>
<thead>
<tr>
<th>mh</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>If Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>mh</th>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<table>
<thead>
<tr>
<th>mh</th>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman’s Office</th>
<th>Date</th>
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<tr>
<td></td>
<td>(Decision Memos Over $25,000)</td>
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<td>(Decision Memos Over $25,000)</td>
<td></td>
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</table>

SIGNATURE ON FILE: [Signature]

Date: Jun 13, 2018

Packet Pg. 18

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
FUND AUTHORIZATION

The undersigned being the Chief Judge of the 16th Judicial Circuit Court of DuPage County, Illinois and in accordance with 705 ILCS 105/27.3a and Ordinance JLE 012-84, adopted October 9, 1984 by the DuPage County Board and as amended, establishing the COURT AUTOMATION FUND, do hereby authorize the funding of the attached purchase requisition.

1400-6720-52100

Requisition #: 12924

Business IT Source
Dan Frauenheim
850 Asbury Drive, Unit B
Buffalo Grove, IL 60089

PC, Laptops, Printers, Monitors $10,771.15

APPROVED:

Signature on File
Hon. Daniel P. Guerin
Chief Judge

Date 6/13/18

Chris Kachirousas, CLERK OF THE 18th JUDICIAL CIRCUIT COURT
WHEATON, ILLINOIS 60189-0707 ©
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Price</th>
<th>Extended Price</th>
<th>Avail</th>
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</thead>
<tbody>
<tr>
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<td>1</td>
<td>InFocus IN128HDx 3D Ready DLP Projector - 1080p - HDTV - 16:9</td>
<td>657.00</td>
<td>657.00</td>
<td></td>
</tr>
<tr>
<td>IN1146</td>
<td>1</td>
<td>InFocus IN1146 DLP Projector - 720p - HDTV - 16:10</td>
<td>563.00</td>
<td>563.00</td>
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<tr>
<td>C5F93A#BGJ</td>
<td>8</td>
<td>HP LaserJet Pro 400 M402N Laser Printer - Plain Paper Print - Desktop</td>
<td>165.00</td>
<td>1,320.00</td>
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<tr>
<td>10MV000XUS</td>
<td>5</td>
<td>Lenovo ThinkCentre M910q 10MV000XUS Tiny Desktop Computer - Intel Core i5 (7th Gen) i5-7500T 2.70 GHz - 4 GB DDR4 SDRAM - 500 GB HDD - Windows 10 Pro 64-bit (English) - Tiny - Black</td>
<td>692.00</td>
<td>3,460.00</td>
<td></td>
</tr>
<tr>
<td>S22E450D</td>
<td>10</td>
<td>Samsung S22E450D 21.5&quot; LED LCD Monitor - 16:9 - 5 ms (VGA, Display Port &amp; DVI)</td>
<td>132.00</td>
<td>1,320.00</td>
<td></td>
</tr>
<tr>
<td>1-110501-00</td>
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<td>INTERMEC INDUSTRIAL PRINTERS Intermec Cleaning Card - 25 / Pack</td>
<td>24.00</td>
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</tr>
<tr>
<td>20KS003UUS</td>
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<td>Lenovo ThinkPad E580 20KS003UUS 15.6&quot; LCD Notebook - Intel Core i5 (8th Gen) i5-8250U Quad-core (4 Core) 1.60 GHz - 8 GB DDR4 SDRAM - 500 GB HDD - Windows 10 Pro 64-bit (English) - 1920 x 1080 - In-plane Switching (IPS) Technology - Black</td>
<td>762.00</td>
<td>762.00</td>
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</tr>
<tr>
<td>KCP424SS8/8</td>
<td>1</td>
<td>Kingston 8GB DDR4 SDRAM Memory Module Needed to increase memory of E580 laptop from 8 to 16GB.</td>
<td>94.00</td>
<td>94.00</td>
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</tr>
<tr>
<td>J8H61A#BGJ</td>
<td>2</td>
<td>HP LaserJet Pro M501dn Laser Printer - Monochrome - 4800 x 600 dpi Print - Plain Paper Print - Desktop</td>
<td>366.00</td>
<td>732.00</td>
<td></td>
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<tr>
<td>KTD-PE424S8/8G</td>
<td>8</td>
<td>Kingston 8GB Module - DDR4 2400MHz</td>
<td>110.00</td>
<td>880.00</td>
<td></td>
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<tr>
<td>MG112041-001-412B</td>
<td>2</td>
<td>Datalogic Magellan 1100i Bar Code Reader - Wired USB &amp; Stnd</td>
<td>296.00</td>
<td>592.00</td>
<td></td>
</tr>
</tbody>
</table>

Thank you for your business.

Subtotal: 10,404.00
Shipping Cost (FedEx Ground): 367.15
Total: $10,771.15
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 additional contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Signature on File

Printed Name

Kenneth A. Mooney

Title

Vice President of Finance and Administration

Date

February 1, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition under 25k dollars

2018-172
Procurement Review Checklist

Requisition under 25k dollars
2018-172

This form must accompany all County Purchase Requisitions.

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SOLICITATION METHOD FOR SOURCE SELECTION

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<td>Completed</td>
<td>06/14/2018 3:10 PM</td>
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<tr>
<td>Wendi Wagner</td>
<td>Completed</td>
<td>06/14/2018 3:26 PM</td>
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<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>06/15/2018 7:21 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>06/27/2018 11:56 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>06/27/2018 5:52 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>06/28/2018 5:24 PM</td>
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<tr>
<td>Judicial/Public Safety Committee</td>
<td>Pending</td>
<td>07/10/2018 8:15 AM</td>
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<tr>
<td>Technology Committee</td>
<td>Pending</td>
<td>07/17/2018 9:00 AM</td>
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### Purchase Requisition

**Procurement Services Division**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Q-matic Corporation</th>
<th>Vendor #: 12247</th>
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</thead>
<tbody>
<tr>
<td>Attn: Michelle Gorman</td>
<td>Email: <a href="mailto:michelle.gorman@qmatic.com">michelle.gorman@qmatic.com</a></td>
</tr>
<tr>
<td>Address: 2875 Breckinridge Blvd, Suite 100</td>
<td></td>
</tr>
<tr>
<td>City: Duluth</td>
<td>State: GA</td>
</tr>
<tr>
<td>Phone: 770-817-4282</td>
<td>Fax:</td>
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</tbody>
</table>

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**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Circuit Court Clerk</th>
<th>Division: Accounting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Julie Ellesfen</td>
<td>Email: <a href="mailto:julie.ellesfen@18thjudicial.org">julie.ellesfen@18thjudicial.org</a></td>
</tr>
<tr>
<td>Address: 505 N County Farm Rd</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-8590</td>
<td>Fax:</td>
</tr>
</tbody>
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<tr>
<th>Vendor: Q-matic Corporation</th>
<th>Vendor #: 12247</th>
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</thead>
<tbody>
<tr>
<td>Attn: Michelle Gorman</td>
<td>Email: <a href="mailto:michelle.gorman@qmatic.com">michelle.gorman@qmatic.com</a></td>
</tr>
<tr>
<td>Address: 2875 Breckinridge Blvd, Suite 100</td>
<td></td>
</tr>
<tr>
<td>City: Duluth</td>
<td>State: GA</td>
</tr>
<tr>
<td>Phone: 770-817-4282</td>
<td>Fax:</td>
</tr>
</tbody>
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**Ship To:**

<table>
<thead>
<tr>
<th>Dept: Circuit Court Clerk</th>
<th>Division: Accounting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Julie Ellesfen</td>
<td>Email: <a href="mailto:julie.ellesfen@18thjudicial.org">julie.ellesfen@18thjudicial.org</a></td>
</tr>
<tr>
<td>Address: 505 N County Farm Rd</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-8590</td>
<td>Fax:</td>
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**Payment Terms**

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**Use for PO25 only**

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<th>FY</th>
<th>Dept #</th>
<th>Acct # Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Qmatic Maintenance</td>
<td>18</td>
<td>1000</td>
<td>6700</td>
<td>53807</td>
<td>12,459.90</td>
<td></td>
<td>12,459.90</td>
<td>12,459.90</td>
</tr>
</tbody>
</table>

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

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

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

---
Procurement Review Checklist

Procurement Services Division

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

Vendor: Qmatic Corporation
Vendor #: 12247

Contract Term: 7/1/18 - 6/30/19
Contract Total: $12,459.90

Dept: Circuit Court Clerk
Contact: Julie Ellefsen
Phone: 630-407-8590

Assigned Committee: IPS

Description of Procurement/Scope of Work/Background
Annual maintenance on the Qmatic system

Reason for Procurement
Renewal of the annual maintenance on the Qmatic system

FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): 18-1000-6700-53807

Decision Memo Not Required

☑ LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☑ RENEWAL, Enter Bid # __________________________ Intergovernmental Agreement
☑ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☑ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
☑ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

Decision Memo Required

☑ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (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

Date

Recommended for Approval

Date

IT Approval, if required

Date

Reviewed By

Date

Buyer

Date

Procurement Officer

Date

Chief Financial Officer

Date

Chairman's Office

Date

Decision Memos Over $25,000

Date

Decision Memos Over $25,000

Date

7.C.b

<table>
<thead>
<tr>
<th>QTY</th>
<th>GP Part #</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td></td>
<td>SW7000</td>
<td>Qmatic Care Annual Software Maintenance</td>
<td>$12,459.90</td>
</tr>
</tbody>
</table>

SOFTWARE SUBTOTAL $0.00
HARDWARE SUBTOTAL $0.00
SERVICES SUBTOTAL $0.00
MAINTENANCE SUBTOTAL $12,459.90
GRAND TOTAL $12,459.90
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #: 

Company Name: Q-Matic Corporation 
Contact Phone: (865) 852-6768

Company Contact: Michelle Gorman

Contact Email: Sales.us@qmatic.com

Date: 6/7/18

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: ____________________ Signature on file

Printed Name: Tobias Martinsson

Title: CFO

Date: 6/7/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page __ of __ (total number of pages)
Resolution
FI-R-0243-18

ACCEPTANCE AND APPROPRIATION OF THE
ADULT REDEPLOY ILLINOIS PROGRAM GRANT PY19
INTER-GOVERNMENTAL AGREEMENT NO. 199001
COMPANY 5000 - ACCOUNTING UNIT 6192
$336,890

(Under the administrative direction of the
DuPage County Department of Probation and Court Services)

WHEREAS, the County of DuPage, through the DuPage County Department of Probation and Court Services, has been notified by the Illinois Criminal Justice Information Authority that grant funds in the amount of $336,890 (THREE HUNDRED THIRTY-SIX THOUSAND, EIGHT HUNDRED NINETY AND NO/100 DOLLARS) has been made available to increase alternatives to incarceration for non-violent offenders; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 199001 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the period of performance of the agreement is from July 1, 2018 to 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 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 Inter-Governmental Agreement No. 199001 (Attachment II) between DuPage County and the Illinois Criminal Justice Information Authority 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 $336,890 (THREE HUNDRED THIRTY-SIX THOUSAND, EIGHT HUNDRED NINETY AND NO/100 DOLLARS) be made to establish the Adult Redeploy Illinois Program Grant PY19 - Company 5000, Accounting Unit 6192, for the period of July 1, 2018 through June 30, 2019; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program; and
Resolution
FI-R-0243-18

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

Enacted and approved this 17th day of July, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
ADDITIONAL APPROPRIATION TO ESTABLISH
THE ADULT REDEPLOY ILLINOIS PROGRAM GRANT PY19
INTER-GOVERNMENTAL AGREEMENT NO. 199001
COMPANY 5000 – ACCOUNTING UNIT 6192
$336,890

REVENUE

41400-0008 – State Operating Grant – Misc. $336,890

TOTAL ANTICIPATED REVENUE $336,890

EXPENDITURES

PERSONNEL

50000 Regular Salaries $224,461
51010 Employer Share I.M.R.F. 20,220
51030 Employer Share Social Security 15,390
51040 Employee Med & Hosp Insurance 16,095
51050 Flexible Benefit Earnings 167

TOTAL PERSONNEL $276,333

COMMODITIES

52000 Furn/Mach/Equip Small Value $ 6,000
52100 I.T. Equipment Small Value 3,460
52200 Operating Supplies & Materials 2,550

TOTAL COMMODITIES $ 12,010

CONTRACTUAL

53070 Medical Services $ 1,200
53090 Other Professional Services 27,565
53260 Wireless Communication Services 3,180
53370 Repair & Mtce Other Equipment 100
53500 Mileage Expense 1,095
53510 Travel Expense 8,888
53610 Instruction & Schooling 2,955
53830 Other Contractual Expenses 3,564

TOTAL CONTRACTUAL $ 48,547

TOTAL ADDITIONAL APPROPRIATION $336,890
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
DuPage County on behalf of the 18th Judicial Circuit Court

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams Street, Suite 200, Chicago, Illinois 60606, and DuPage County on behalf of the 18th Judicial Circuit Court (Grantee), with its principal office at 421 N. County Farm Road, Wheaton, Illinois 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 36-6006551 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

State of Illinois
INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 2 27 18
Page 1 of 53
Agreement No. 199001

1.2. **Amount of Agreement.** Grant Funds are estimated to be $336,890.00 of which $0 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.** The Catalog of State Financial Assistance (CSFA) Number is 546-00-1687. The State Award Identification Number is 1687-6590.

1.4. **Term.** This Agreement shall commence on the later of (i) July 1, 2018, and (ii) the last dated signature of the Parties. This Agreement shall expire on June 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.

By: ____________________________ Date: ________________
John Maki, Executive Director
Illinois Criminal Justice Information Authority

By: ____________________________ Date: ________________
Daniel Cronin, Chairman
DuPage County
Daniel.cronin@dupageco.org

By: ____________________________ Date: ________________
Gwen Henry
Gwen.Henry@dupageco.org

By: ____________________________ Date: ________________
Daniel Guerin, Chief Judge
18th Judicial Circuit
Daniel.guerin@dupageco.org

State of Illinois
INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 2 27 18
Page 2 of 53
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 a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

2.2. **Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILC 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, (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III
DEFINITIONS

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


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

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

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

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

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.
“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

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

ARTICLE IV
PAYMENT

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

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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

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

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

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

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; *See also* 30 ILCS 705/10.

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

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

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

**ARTICLE V**

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

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

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

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

ARTICLE VI
BUDGET

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

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

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

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

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) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.
(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,
(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
(iv) Appendix V to Part 200 governs State/Local Governmentwide Central Service Cost Allocation Plans.

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

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

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

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

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

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

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

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7.D.b

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

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

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

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

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

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

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).

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(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 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
(m) Grant for the Construction of Fixed Works. Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

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

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

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

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

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

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

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

ARTICLE IX
CRIMINAL DISCLOSURE

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

ARTICLE X
UNLAWFUL DISCRIMINATION

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

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

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


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

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

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

ARTICLE XI
LOBBYING

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

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

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

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

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

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**ARTICLE XII**

**MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

12.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantee shall monitor the activities of Grantor 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 15 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 30 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 30 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

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

13.3. Consolidated Year-End Financial Reports.

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

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

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee’s fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

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

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee’s tax return.
(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

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

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit F must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 15 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.


14.3. 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.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards

ARTICLE XV
AUDIT REQUIREMENTS

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

15.2. Audit Requirements.

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

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

(i) If, during its fiscal year, Grantee expends $300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee’s risk profile.

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

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

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

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and
consequences for late reporting.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

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

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

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

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

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

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

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

16.5. **Effects of Suspension and Termination.**

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

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

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

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

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

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

**ARTICLE XVII**

**SUBCONTRACTS/SUB-GRANTS**

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

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

**ARTICLE XVIII**

**NOTICE OF CHANGE**

18.1. **Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).
18.2. **Failure to Provide Notification.** To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

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

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

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

**ARTICLE XIX**

**STRUCTURAL REORGANIZATION**

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

**ARTICLE XX**

**AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI**

**CONFLICT OF INTEREST**

21.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will

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

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

ARTICLE XXII
EQUIPMENT OR PROPERTY

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

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

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

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in

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these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV**

**INSURANCE**

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

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

**ARTICLE XXV**

**LAWSUITS**

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

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

**ARTICLE XXVI**

**MISCELLANEOUS**

26.1. **Gift Ban.** Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.
26.2. **Access to Internet.** Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

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

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

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

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

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

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

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

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

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

26.12. **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
26.13. **Illinois Grant Funds Recovery Act.** In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

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

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

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

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

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

SUMMARY OF PROGRAM

The Department of Probation & Court Services of the 18th Judicial Circuit Court has utilized Redeploy funds to reduce the number of probation violators committed to the Illinois Department of Corrections (IDOC). Our Department implemented a "probation violator" caseload structured as an enhancement to the Department’s Administrative Sanctions Program. The caseload offers probationers facing technical violations the opportunity to participate in intensive cognitive behavioral services and increased frequency of supervision as an alternative to returning to court. As the program progressed, alternative pathways into the program have been created to extend eligibility to individuals recently resentenced on probation cases and new cases to the Department with prior periods of incarceration in IDOC or failed community supervision. In fiscal year 2017, we consulted with Redeploy Program Staff and expanded program eligibility to target the “emerging adult” population defined as probationers in the 18-24 year old demographic. Internal data was reviewed and indicated this population was a promising target for program services. Target population baseline is 222 individuals with a commitment to minimally diver: 56 non-violent offenders from incarceration, by providing services to 120-140 offenders at any given time. This goal will be accomplished through the continuation of a probation violator caseload. All non-violent offenders sentenced or resentenced to probation and who meet Redeploy criteria are eligible for the caseload.

STATEMENT OF PROBLEM

DuPage County is one of the collar counties bordering Cook County to the north and east. Will County and Kane County border DuPage on the south and west, respectively. The second most populous county in the State, DuPage is comprised of racially and economically diverse municipalities. The largest cities are Naperville and Aurora, each with populations over 100,000 residents. While research shows that most non-violent offenders are supervised in the community with better outcomes and at lower cost, local resources for intensive supervision and intensive programming could be improved. ICJIA data provided in preparation for this grant application notes the three year average for DuPage County admissions to the Illinois Department of Corrections is approximately 299 individuals (2015-2017 average). A review of local data indicates of these commitments, ninety-two (92) were admitted as a result of probation violations (2015-2017 average).

DuPage County Probation seeks support from Adult Redeploy Illinois to provide continued local, community-based sanctions and alternatives for non-violent offenders who would likely be incarcerated if these local services and sanctions were unavailable. A review of previous grant applications indicates continued progress with regard to IDOC commitments due to probation
violations. Since calendar year 2012, our Department has experienced a 21% decrease in IDOC commitments within the program eligible population.

<table>
<thead>
<tr>
<th>ARI Eligible Individuals</th>
<th>Three Year IDOC Commitment Comparison (average)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>117</td>
</tr>
</tbody>
</table>

In addition, funding for initiatives in the ARI program had a positive ripple effect on our Department as a whole. The use of cognitive behavioral groups such as Thinking for a Change, Moving On, and most recently Moral Reconciliation Therapy have become more accessible for general probationers. The use of the Carey Group and Change Companies materials has also become more commonplace in both the adult and juvenile divisions of our Department. While program dollars do not fund general probation materials, the conceptual introduction of these tools is attributed to the ARI program. Continued work is necessary to fully integrate these interventions Department wide, but ARI funding has enhanced the presence of evidence based tools and curricula which positively impact the quality of service we are able to provide to our offenders and the community.

PROGRAM STRATEGY

Participants are admitted to the Redeploy program via one of three pathways. Prior to all formal screenings, cases undergo an initial review to ensure basic program criteria are met (e.g. non-violent offense, resides within DuPage County, not on parole, etc.). If these parameters are met, a more comprehensive screening is performed. The first mechanism is the formal sanction process for a technical violation of probation conditions. Once the supervising probation officer identifies a potential program candidate, he/she will screen the case with the program’s supervisor and/or administrator. The screening considers the severity of the alleged violation, risk/protective factors, drivers for the behavior, and the LSI-R risk score. The goal is to determine whether incarceration is a likely outcome if the violation is addressed by the Court or whether a lower-level sanction might correct the behavior without utilizing intensive Redeploy services. The case will be rejected for Redeploy supervision should the latter circumstance exist. Once the candidate has been screened for program participation, the supervising officer and an ARI Officer schedule a conference with the candidate to address the violation. At the conference, the supervising officer describes the violation and the potential for commitment to IDOC if the violation is addressed by the Court through a petition to revoke. The officer then offers the candidate the option to admit to the violation and accept a sanction into the program. Thus, program participants agree to a greater intensity in supervision and programming so as to avoid possible incarceration. If the offender agrees to the administrative sanction, the Redeploy Officer will review the offense pattern, risk assessment, criminogenic needs, and individual strengths. This information will result in an individualized case plan to guide the specific services offered to the offender through the Redeploy program.
Referrals to the Redeploy program can also be initiated at the beginning of the probation term once he/she is assessed utilizing the LSI-R risk assessment. Our Department’s Intake Team utilize a set of criteria to identify likely probation violators including the LSI-R score, criminal history, and prior performance under community supervision. These cases are staffed by the program supervisor and/or administrator.

Finally, existing probation clients, in court on a petition to revoke, may be screened for eligibility and be resentenced to the program on an eligible offense.

Officers utilize cognitive behavioral tools and approaches during individual and group contacts with the client. The interventions and tools utilized are tied to problematic thinking patterns and deficits in social skills. Individual interventions include the use of BITS, Change Company Journals, Carey Guides, etc. Group formats include, but are not limited to the evidence based Thinking for a Change, Moral Reconation Therapy, and Moving On curriculums.

Employment training and other cognitive-based group reporting forums also occur. These settings allow officers to address thinking errors and promote pro-social skill building in a group context. Officers access ancillary services as required, including: substance abuse treatment, mental health services, employment services, housing assistance, community service, and drug testing.

Each participant’s progress in the program is evaluated on an ongoing basis by the supervising caseworker and the Redeploy team. Our program is team oriented, enhancing the continuity of interventions should an individual officer not be available or turnover occurs. The use of our Sanction Review Board continued with the goal of expeditiously responding to violations in a collaborative manner while engaging the client to discuss and identify antecedent to violating behavior and brainstorm sanctions which will realign their behavior with more prosocial options.

**REVIEW OF PROGRESS MADE**

**Goal:** The Department will work to reduce the number of non-violent probation violators committed to the Illinois Department of Corrections.

**Objectives:**

1. Probation Officers will address probationers’ technical violations through the Department’s Administrative Sanctions Protocol and supervise appropriate offenders using a probation violator caseload.
2. Continue to accept “emerging adults” for supervision under the Adult Redeploy program.
3. The Department will provide enhanced supervision to program participants, with face-to-face contact occurring between two and four times each month contingent on success with probation benchmarks.
4. The Department will refer program participants to additional monitoring and treatment services as identified through the offender’s risks and needs as outlined in the case plan.
5. Based on case plan goals, appropriate program participants will engage in substantive
cognitive behavioral interventions to be delivered by probation staff. Interventions will
be provided both individually during appointments and in group settings.
6. Appropriate program participants will be referred to the employment services.
7. Appropriate program participants referred to GED services at College of DuPage

DuPage’s 25% reduction goal for the SFY 2018 grant period is 59 people. As evidenced through
the program database as of 4/22/2018, our program is on track to exceed its reduction goal.

Throughout the funding period, both short term and more comprehensive cognitive behavioral
groups were active. *Thinking for a Change (T4C), Moving On,* and *Moral Reconciliation Therapy
(MRT)* continued to be offered to participants. We continued to facilitate a cognitive behavioral
group for substance abusing clients not currently attending treatment, general cog groups
utilizing BITS and The Change Companies materials, and an Orientation to Probation group. We
continued to facilitate a women’s group which serves Moving On graduates and utilizes aftercare
modules from the curriculum.

Our Department continued to contract with the Community Career Center, a community-based
agency providing supportive services and individual mentoring to ARI program participants. We
were also able to contract with an Employment Liaison within our Department to provide
additional assistance with employment related issues.

Officers continue to provide supervision to clients in the program. The focus of supervision
continues to target criminogenic risk utilizing skill teaching and tools. Homework, focusing on
attitudes/beliefs/skills that place them at risk, is regularly assigned to program participants.
Officers also continue to refer clients to treatment and other community-based services as based
on risk/needs.

Efforts to serve the emerging adult population (described as the 18 – 25 year old demographic)
were ongoing. Research identifies this demographic as having an increased likelihood of
reoffending compared to other age groups. The top drivers of their behavior are more prone to
risk taking, more vulnerable to the impact of peers, and struggle with impulsivity and decision
making. During the first three quarters of FY2018, 33 individuals were accepted into our ARI
program. Of these individuals, 12 are representative of this population or 36%. As of 4/22/18,
our program was providing service to 104 participants of which 31 or 30% were of the emerging
adult demographic. Based on internal data, our Department had a 6% reduction in the number of
IDOC commitments of the emerging adult demographic since our last grant application.

Throughout the year, probation officers continued to have an enhanced presence in the
community and will strive to continue to do so in the next grant year with a specific goal of
conducting CBT groups in the community.

The program experienced some barriers including turnover of 50% of our program personnel.
An ongoing lack of referrals to the program is a continued area in need of attention.
PROGRAM ACTIVITIES

Grant funds will be utilized to continue the provision of existing services within the program. Much of our work with individual participants is provided directly by program staff. Officers utilize cognitive behavioral tools and approaches during individual and group contacts which are tied to the thinking patterns and skill deficits putting them at risk of reoffending. Monies to assist with materials and equipment are requested. We additionally offer assistance with transportation, substance abuse and mental health treatment, and contractual services tied to employment. Specific interventions are noted elsewhere in this document.
## EXHIBIT B
DELRIVERABLES OR MILESTONES

<table>
<thead>
<tr>
<th>Activity</th>
<th>Personnel Responsible</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Convene organizational meetings (operations, staffing, Phase Review and Sanction Review.)</td>
<td>Coordinator; program staff</td>
<td>Twice per month minimum</td>
</tr>
<tr>
<td>Hire program staff</td>
<td>Coordinator</td>
<td>As needed</td>
</tr>
<tr>
<td>Offer opportunities for training or Peer Learning Circles connected to the Carey Guides in an established risk area.</td>
<td>Senior officer in program</td>
<td>Monthly</td>
</tr>
<tr>
<td>Complete skill tapes on CCI skills or Carey Guides/BITS as assigned; provide feedback to program personnel</td>
<td>Program staff &amp; Coordinator</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Provide monthly fiscal reports (required)</td>
<td>Finance Manager</td>
<td>By 15&lt;sup&gt;th&lt;/sup&gt; of following month</td>
</tr>
<tr>
<td>Provide quarterly data progress reports (required)</td>
<td>Coordinator</td>
<td>By 15&lt;sup&gt;th&lt;/sup&gt; of month following quarter</td>
</tr>
<tr>
<td>Submit quarterly electronic data (required)</td>
<td>Coordinator</td>
<td>By 15&lt;sup&gt;th&lt;/sup&gt; of month following quarter</td>
</tr>
<tr>
<td>Attend ILAPSC Conference (required)</td>
<td>Coordinator, Program staff</td>
<td>October 2018</td>
</tr>
<tr>
<td>Attend All-Sites Summit (required)</td>
<td>Coordinator, Program staff</td>
<td>Spring 2019</td>
</tr>
<tr>
<td>Group observations</td>
<td>Coordinator &amp; program supervisor</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Screen and assign cases</td>
<td>Coordinator &amp; program supervisor</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Initiate T4C sessions to provide ongoing interventions in this format</td>
<td>Coordinator &amp; select program officer</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Program officers meet with participants 2-4 times per month as defined by phase</td>
<td>Program staff</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Develop community based reporting sites for individual or group meetings</td>
<td>Select program staff</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>
Agreement No. 199001

EXHIBIT C

PAYMENT

Grantee shall receive $336,890.00 under this Agreement.

1. The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, E, F, and G. Upon receipt of the fiscal and progress reports, quarterly payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this Agreement. The maximum amount of grant funds payable under this Agreement is dependent on the performance of Grantee in accordance with the terms and conditions of this Agreement.

2. The payment amount is an estimate, and can be increased or decreased in accordance with PART ONE, ARTICLE IV, Section 4.5 of this Agreement.
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.

GRANTOR CONTACT

Name: Shamsideen Balogun
Title: Criminal Justice Specialist
Address: 300 W. Adams St. STE 200 Chicago, IL 60606
Phone: 312-793-8516
TTY#: 312-793-4170
Fax#: 312-793-8422
E-mail Address: Shamsideen Balogun

GRANTEE CONTACT

Name: Kathy Starkovich
Title: Deputy Director, Probation & Court Services
Address: 503 N. County Farm Road Wheaton, IL 60187
Phone: 630 407 2523
TTY#: 
Fax#: 630 407 8501
E-mail Address: Kathy.starkovich@dupageco.org
EXHIBIT E  
PERFORMANCE MEASURES

**Goal:** Reduce the number of non-violent offenders committed to prison from the identified target population by 25% based on the average number of commitments in the prior three years.

1. Define the target population: Our program model is a probation violator program as described elsewhere in this narrative. As such, its target population is non-violent felony offenders on probation that committed technical violations or those newly sentenced to probation with a history of failed community supervision.
2. Provide the number in the target population: 222  
   This was calculated by adding the midpoint of our service goal (130) and the three year average of IDOC commitments from probation violations from calendar years 2015-2017 (92).
3. Calculate the baseline 25% reduction goal for the grant period (25% of the target population): 56
4. Estimated number of participants to be served within the grant period (service goal): 130
5. Estimated number of program slots at any given time (program capacity): 120-140  
   Assuming the program is fully staffed, the program seeks to serve 120-140 ARI clients at any given time. This allows each officer a caseload of 30-35 participants.
6. Estimated number of people in the program on June 30, 2018 that will “carry-over” into SFY19: 110

<table>
<thead>
<tr>
<th>Process Objectives</th>
<th>Performance Measures</th>
</tr>
</thead>
</table>
| Form multi-disciplinary team (MDT) to guide program implementation – No | ➢ Types of disciplines and roles represented  
➢ % of meetings in which a majority of team members are in attendance. |
| Provide 20 hours of training for staff and team members in EBPs, reporting and data submission | ➢ Number of hours of training  
➢ Types of training  
➢ % of staff who are EBP trained. |
| Identify, assess and enroll appropriate target population assuring that at least 80% of those served are moderate to high risk. | ➢ Number of clients referred  
➢ % of clients assessed  
➢ Number enrolled in the program  
➢ Number of clients accepted into the program at each risk level: high, medium, low  
➢ % of program capacity |
| Based on assessed risk and needs, develop individualized service plans for 100% of participants and connect participants to appropriate services and supervision levels | ➢ % of participants with completed assessments  
➢ % of participants with completed service plan  
➢ Number with substance abuse disorder (if applicable)  
➢ Number with mental health diagnosis (if applicable) |
| Monitor compliance and progress with at least 2-4 face-to-face meetings per month | ➢ Number of monthly face-to-face meetings with probation officer  
➢ Number of clients at each program/treatment level or phase  
➢ Average monthly caseload for program staff |

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<table>
<thead>
<tr>
<th>Outcome Objectives</th>
<th>Performance Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collect and submit performance measurement data as required – yes</td>
<td>➢ Number and quality of mandatory data elements at the individual level</td>
</tr>
<tr>
<td>Divert at least 25% of individuals from the target population, reducing prison usage</td>
<td>➢ Number enrolled</td>
</tr>
<tr>
<td></td>
<td>➢ Number active</td>
</tr>
<tr>
<td></td>
<td>➢ Number successfully completed</td>
</tr>
<tr>
<td></td>
<td>➢ Number terminated to IDOC</td>
</tr>
<tr>
<td>50% of program participants will successfully complete program requirements.</td>
<td>➢ Treatment completion rate</td>
</tr>
<tr>
<td></td>
<td>➢ % successfully completing all program requirements as measured by IDOC commitments</td>
</tr>
<tr>
<td></td>
<td>➢ % unsuccessfully completing all program requirements as measured by IDOC commitments</td>
</tr>
<tr>
<td>25% of program participants will make restitution for crimes committed and harm</td>
<td>➢ Number ordered to complete a restorative justice process</td>
</tr>
<tr>
<td>done to victims and their communities</td>
<td>➢ Number completing a restorative justice process</td>
</tr>
<tr>
<td></td>
<td>➢ Number ordered to pay restitution; amount ordered</td>
</tr>
<tr>
<td></td>
<td>➢ Number who paid restitution; amount paid</td>
</tr>
</tbody>
</table>
### EXHIBIT F

**PERFORMANCE STANDARDS**

The following performance standards will be used to review adherence to ARI requirements. Certain conditions related to the performance standards may initiate the need for technical assistance and/or corrective action. The following is for information purposes and will be included in the grant agreement.

<table>
<thead>
<tr>
<th>Contractual Performance Measure</th>
<th>Technical Assistance and/or Initiator for Corrective Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduction goal:</td>
<td>• Failure to meet or risk of failure to meet the contractual 25% reduction goal for the grant period.</td>
</tr>
<tr>
<td>• 25% reduction of ARI-eligible IDOC commitments from the identified target population for the grant period.</td>
<td></td>
</tr>
<tr>
<td>Assessment tools:</td>
<td>• No assessment tool in use.</td>
</tr>
<tr>
<td>• Risk and needs assessment information utilized for enrollment determinations.</td>
<td>• Assessment tool not used consistently.</td>
</tr>
<tr>
<td>• Assessment tool failing to guide enrollment or programming determinations.</td>
<td></td>
</tr>
<tr>
<td>Evidence-based practices (EBP):</td>
<td>• Failure to use EBP (e.g., failure to assess and use information for enrollment and programming, failure to utilize risk-need-responsivity model, failure to use evidence-based programs or curricula).</td>
</tr>
<tr>
<td>• Fidelity of EBP is documented.</td>
<td>• Failure to address technical assistance recommendations in a timely manner.</td>
</tr>
<tr>
<td>• 100% of enrolled are receiving EBP.</td>
<td></td>
</tr>
<tr>
<td>• % high-risk/need engaged in appropriate programming (e.g., substance abuse treatment, mental health treatment, cognitive-behavioral therapy).</td>
<td></td>
</tr>
<tr>
<td>Appropriate ARI target/service population:</td>
<td>• Analysis of program’s unsuccessful exits shows a lower than pre-determined threshold of program revocations committed to IDOC.</td>
</tr>
<tr>
<td>• Participants are:</td>
<td>• Analysis of assessment scores shows program is not serving over 80% moderate to high-risk individuals.</td>
</tr>
<tr>
<td>• Non violent</td>
<td>• Analysis shows program is excessively overriding assessment scores.</td>
</tr>
<tr>
<td>• Prison-bound</td>
<td></td>
</tr>
<tr>
<td>• Moderate to high risk</td>
<td></td>
</tr>
<tr>
<td>• Local programs enroll appropriate target population as planned to match intervention (e.g., high-risk/low-need or high-risk/high-need).</td>
<td></td>
</tr>
<tr>
<td>Provision of program data as required in contracts:</td>
<td>• Failure to provide requested data in the form/detail requested or in a timely manner.</td>
</tr>
<tr>
<td>• Demographics</td>
<td></td>
</tr>
<tr>
<td>• Case information</td>
<td></td>
</tr>
<tr>
<td>• ARI information</td>
<td></td>
</tr>
<tr>
<td>• Probation/ARI conditions</td>
<td></td>
</tr>
<tr>
<td>• Drug testing results</td>
<td></td>
</tr>
<tr>
<td>• Diagnosis information</td>
<td></td>
</tr>
<tr>
<td>• Treatment providers</td>
<td></td>
</tr>
<tr>
<td>• Status/termination of conditions</td>
<td></td>
</tr>
<tr>
<td>• Changes in employment/education levels</td>
<td></td>
</tr>
<tr>
<td>• Technical violations, arrests, convictions</td>
<td></td>
</tr>
<tr>
<td>• Assessment information</td>
<td></td>
</tr>
<tr>
<td>• Client contacts</td>
<td></td>
</tr>
</tbody>
</table>

Corrective action plan (CAP) remedies:

1. Training (use of assessment tools, evidence-based practices, data collection, group dynamics)
2. Technical assistance
3. Assessment of mitigating circumstances
4. Sanctions
5. Termination of contract
EXHIBIT G

SPECIFIC CONDITIONS

1. Grantee must notify the Authority within 30 days of any leadership changes.

2. Grantee agrees to all comply with all of the terms and conditions required by the Department Of Commerce And Economic Opportunity as a result of Grantee's Internal Controls Questionnaire (ICQ).

3. The ICQ Specific Conditions are attached and included as EXHIBIT H.

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

**INTERNAL CONTROLS QUESTIONNAIRE SPECIFIC CONDITIONS**

<table>
<thead>
<tr>
<th>SPECIFIC CONDITIONS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICQ Section:</strong></td>
<td>06-Audit (2 CFR 200.500)</td>
</tr>
<tr>
<td><strong>Conditions:</strong></td>
<td>Requires desk review of the status of implementation of corrective actions;</td>
</tr>
<tr>
<td><strong>Risk Explanation:</strong></td>
<td>Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.</td>
</tr>
<tr>
<td><strong>How to Fix:</strong></td>
<td>Completion of corrective action plan implementation.</td>
</tr>
<tr>
<td><strong>Timeframe:</strong></td>
<td>When corrective action is complete.</td>
</tr>
</tbody>
</table>
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:

1. **Definitions**

   “Authority” means the Illinois Criminal Justice Information Authority.

   “Program” means a plan set out in a Program Description that identifies and proposes to address problems related to one of the named areas and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

2. **Budget Changes.** Grantee may only make a discretionary line item transfer after providing written notification to Grantor.

3. **Costs Incurred.** At Grantor’s discretion, costs incurred before the execution date of this Agreement may be charged to this Agreement if included in the Budget, incurred during the period of performance, and Grantee performed in accordance with the terms and conditions of this Agreement. Grantor shall not be responsible for costs incurred before or after the period of performance of this Agreement.

4. **Commencement of Performance.**

   4.1. If performance has not commenced within 60 days of the starting date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

   4.2. If the program is not operational within 90 days of the starting date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may, at its discretion, either cancel this Agreement or extend the implementation date of the program past the 90-day period.

   4.3. If the program is interrupted for more than 30 days after commencement due to loss of staff or any other reason, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

   4.4. If this Agreement is terminated due to this section, Grantor will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to Grantee and not expended as of that date shall be repaid to Grantor upon notification by Grantor.

5. **Supplanting.** Grantee certifies that ARI funds made available under this Agreement will not be used to supplant/replace State, local, or other funds that would otherwise be made available to Grantee for purposes related to this program. Grantee certifies that ARI funds made available under this Agreement will be used to supplement/increase existing funds for such purposes.

6. **Program Income.** All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the

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purposes and under the conditions applicable to the use of grant funds. Program income may be retained by Grantee for any purpose that furthers the objectives of the grant. Grantee shall report and account for such program income as required by the Grantor.

7. **Reporting and Evaluation Requirements.**

7.1. Grantee shall submit the following reports to the Grantor on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in the Agreement;
- any other reports specified by the Grantor.

7.2. Grantee shall submit the following reports to the Grantor on a monthly basis, by the 15th day of each month following the previous month:

- fiscal reports detailing financial expenditures for the previous month; and
- any other reports specified by the Grantor.

7.3. Grantee is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

7.4. Grantee agrees to comply with the Grantor’s request for information related to an evaluation of program. The Grantee agrees to report any additional information required by the Executive Director of the Authority.

7.5. The quarterly reports should be submitted based on the following schedule:

<table>
<thead>
<tr>
<th>Quarter End Date</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30</td>
<td>October 15</td>
</tr>
<tr>
<td>December 31</td>
<td>January 15</td>
</tr>
<tr>
<td>March 31</td>
<td>April 15</td>
</tr>
<tr>
<td>June 30</td>
<td>July 15</td>
</tr>
</tbody>
</table>

8. **Inspection and Audit.**

8.1. If the Grantee is required either by federal or state law or regulation to have an audit performed, then the Grantee shall provide copies of such audits to the Grantor no later than 9 months after the close of the Grantor’s audit period.

8.2. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

8.3. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

8.4. **Grantor, the Illinois Auditor General and the Illinois Attorney General shall have access for**
purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of
Grantee, and to relevant books, documents, papers and records of subcontractors.

9. **Closeout requirements.** Within 30 days of the expiration date of this Agreement or any approved
extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial
status report; (b) final progress reports; (c) property inventory report; and (d) other documents required
by Grantor.

10. **Procurement Requirements and Requests for Proposals.**

10.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the
maximum extent practical, open and free competition. Procurement transactions include the purchasing
of equipment, commodities, goods and services. Procurement transactions do not include the making of
sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules,
and regulations, provided that all procurements made with ARI funds minimally adhere to standards
established by the Illinois Procurement Code (30 ILCS 550).

10.2. If the Grantee’s established procurement process is less competitive than the following
requirements, the following more competitive requirements must be adhered to in lieu of the Grantor’s
procurement process.

- For procurements of $100,000 or less, the Grantee is encouraged to formally advertise the
  proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP)
  process. If this is not possible, the Grantee must solicit quotes or bids from at least three
  sources.

- For procurements over $100,000, the Grantee must formally advertise the proposed
  procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

10.3. As required by Grantor, Grantee shall submit documentation regarding its procurement
procedures and grant-funded purchases for Grantor review and approval to assure adherence to
applicable guidelines.

11. **Sub-contracting.**

11.1. The use of subcontractors for any work or professional services that involves the use of grant
funds is subject to Grantor approval. Any work or professional services sub-contracted for shall be
specified by written contract and subject to all terms and conditions contained in this agreement. If the
use of sub-contractors is approved by Grantor, the terms and conditions of this agreement shall apply to
and bind the party or parties to whom such work is subcontracted as fully and completely as Grantee is
bound and obligated. Grantee shall make reasonable efforts to assure that all sub-contractors adhere to
the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or
omissions of any sub-contractor.

11.2. Grantee is required to submit a copy of the sub-contract, Addendum to the Agreement, Required
Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, and Sole
Source Justification form (if applicable) to Grantor for approval prior to hiring the contractor.

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11.3. As required by Grantor, Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines.

11.4. Approval of the use of sub-contractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

12. Sub-granting.

12.1. Any sub-grant for work or professional services for providing direct services to ARI program participants subcontracted for shall be specified by written grant contract in a form provided by the Grantor and shall be subject to all terms and conditions contained in this Agreement. If the use of sub-grantees is approved by the Grantor, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Grantee is bound and obligated. The Grantee shall make reasonable efforts to assure that all sub-grantees adhere to the terms and conditions of this agreement. The Grantor shall not be responsible for the performance, acts or omissions of any sub-grantees.

12.2. The Grantee shall enter into, manage, and monitor all sub-grants including maintaining a system for subcontractors to report fiscal and program activities. Approval of the use of sub-grants by the Grantor does not relieve the Grantee of its obligation to assure performance under this Agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the sub-grantee by Grantee.


13.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.

13.2. Grantor may deny equipment and supplies costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

13.3. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

A. Reduce the amount of funding;
B. Cancel this agreement;
C. Allow Grantee to reallocate the funds that were allocated for such equipment to other
allowable Grantee approved costs; or
D. Extend the period to purchase this equipment past the 90-day period.

13.4. Equipment purchased using Grantor funds shall be made available for inspection during site visits,
and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

14. Disclosure of Solicitation for Employment. Grantee shall notify the Grantor's Ethics Officer if the Grantee
solicits or intends to solicit for employment any of the Grantor's employees during the term of this
agreement.

15. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of
Illinois, the Federal Government, and Grantor in the performance of this Agreement.


16.1 Grantee certifies that no person shall be excluded from participation in, denied the benefits of,
subjected to discrimination under, or denied employment in connection with any activity funded under
this agreement on the basis of race, color, age, religion, national origin, disability, or sex. Grantee certifies
that in complying with 42 USC 10604(e), as implemented by 28 CFR Part 42, it shall comply with such
guidance as may be issued from time to time by the Office for Civil Rights within the Office of Justice
Programs. Grantee agrees to have written sexual harassment policies which satisfy the requirements set

16.2 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color,
religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental
disability, military status, sexual orientation, or unfavorable discharge from military service. Grantee
further certifies that it will not engage in any prohibited discrimination which may be in violation of Title
Prevention Act of 1974, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with
Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of
1975, The DOJ regulations on the Equal Treatment for Faith-Based Organizations, The Illinois Human
Rights Act, The Public Works Employment Discrimination Act, The Illinois Environmental Barriers Act, and
any other Federal, State, or local civil rights laws.

16.3 National origin discrimination includes discrimination on the basis of limited English proficiency
(LEP). To ensure compliance with Title VI and the Safe Streets Act, Grantee is required to take reasonable
steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail
providing language assistance services, including oral and written translation when necessary.

16.4 Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP
programs are invited and encouraged to apply for assistance awards and will be considered for awards on
the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an
equal basis with all other grantees in the administration of such awards. No eligible applicant will be
discriminated against on the basis of its religious character or affiliation, religious name, or the religious
composition of its board of directors or persons working in the organization.
16.5 In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding. Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

16.6 Grantee agrees to comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

16.7 Grantee shall designate a Civil Rights Coordinator. The Civil Rights Coordinator need not be grant funded. Grantee shall promptly notify Grantor of any change regarding the designated Civil Rights Coordinator. The Civil Rights Coordinator shall serve as the liaison for all civil rights related matters.

16.8 Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any complaints filed with Grantee of prohibited discrimination grant employees, beneficiaries or potential beneficiaries.

16.9 Grantee’s designated Civil Rights Coordinator and any program staff and match volunteers who have direct contact with program beneficiaries shall complete annual civil rights training as required and approved by Grantor.

16.10 Grantee shall certify prior to grant execution that Grantee will comply with all Federal, State, and Grantor civil rights requirements.

16.11 Grantee shall fully participate in any investigation regarding allegation of prohibited discrimination by Grantee towards Grantee employees or Grantee beneficiaries.

16.13 Grantee shall provide notice to employees and beneficiaries that it complies with applicable civil rights laws and that complaints may be filed with Grantor or the U.S. Department of Justice, Office for Civil Rights.

16.14 Grantee agrees to complete a Civil Rights Compliance Questionnaire as required by Grantor.


17.1. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

17.2. Grantee shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

18. Disclosure of Solicitation for Employment. Grantee shall notify Grantor’s Ethics Officer if Grantee solicits or intends to solicit for employment any of the Grantor’s employees during any part of the award funding process or during the term of any interagency agreement awarded.
19. **Eligibility for Employment in the United States.** Grantee shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by Grantee to verify that persons employed by Grantee are eligible to work in the United States.

20. **Public Statements.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with ARI funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funding under this agreement, and (2) the dollar amount of funding for the project or program.

21. **Copyrights and Patents.**

   21.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

   21.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with guidelines.

22. **Publications.**

   22.1. Grantee shall submit to Grantor for review, a draft of any publication that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with ARI funds, no later than 60 days prior to its printing.

   22.2. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

   22.3. Grantee shall submit to Grantor, copies, the number of which will be specified by Grantor, of the final publication no later than 20 days prior to release of the final publication.

   22.4. Exceptions to the above publication requirements may be granted upon prior Grantor approval.

   22.5. Any such publication shall contain the following statement:

   "This project was supported by grant from the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

   22.6. These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

23. **Transparency Act Compliance.**

   23.1. Grantee and Program Agency further agree that all agreements entered into with sub-grantees or contractors, shall require compliance by the sub-grantee or contractor with the Federal Funding
Accountability and Transparency Act of 2006 including obtaining a DUNS number and maintaining registration with SAM.gov. The acquisition of a DUNS number and registration with SAM.gov is not required of sub-grantees and contractors who are individuals.

23.2. Grantee shall provide Grantor with completed “Addendums to Agreements” for all sub-grantees and sub-contractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

24. **Renegotiation, Modification, or Amendment.** No alteration, variation, modification, termination, addition to or waiver of any provisions of this Agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of Grantor is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

25. **Failure to File in a Timely Fashion.**

25.1. In order to preclude the possibility of lapsing of funding, Grantor requires the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress reports and all reports included in the closeout materials. Monthly fiscal reports are due no later than the 15th of each month. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. The final date for submission for all of the closeout material reports is 15 days after the end of the grant period.

25.2. Failure to meet the reporting dates established for the particular reports shall result in the “freezing” of all funds, in addition to any other remedy stated in this Agreement. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that Grantee has with Grantor shall be frozen. Funds will be released following the completion of all the reporting requirements.

26. **Reporting Grant Irregularities.**

26.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

26.2. Grantee shall inform any sub-recipient of Grantor's grant funds that the sub-recipient is similarly obligated to report irregularities and Grantee shall provide a copy of Grantor’s policy to any sub-recipient.

26.3. Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if Grantee’s auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee’s director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee’s director, Grantee staff member shall provide prompt notice directly to
Grantor.

26.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

26.5. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606
Phone: 312-793-8550

27. Reporting Potential Fraud, Waste, or Similar Misconduct.

27.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, sub-contractor, or sub-grantee has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

27.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor by mail at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606
Phone: 312-793-8550

28. Use of Funds. Grantee certifies that it, and its subcontractors, shall use grant funds, if applicable, funds for only allowable services, activities and costs, as described in the Agreement. Grantee certifies that only those costs listed in the Budget shall be paid pursuant to this Agreement.

29. Grant Funds Recovery and Involuntary Withholdings.

29.1. Grantee certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705) or an Involuntary Withholding by the State of Illinois or any other state. Grantee also certifies that a grant recovery action has not been initiated against it by any grantor, or an involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

29.2. Grantee shall notify Grantor if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or any other state, or has been subject to an Involuntary Withholding by the State of Illinois or any other state within the past five (5) years. If Grantee is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an involuntary Withholding, or has
been the subject to an involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding, Grantor may terminate this agreement at Grantor’s discretion.


30.1. Grantee certifies that it own and its sub-grantees’ and its sub-contractor’s board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

30.2. Grantee shall notify Grantor if any of its own or any of its sub-grantees’ and/or its sub-contractors’ board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. Grantor may terminate this agreement, at Grantor’s sole discretion, if Grantee’s or any of its sub-grantees’ and/or its sub-contractors’ board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

31. Timekeeping.

31.1. Grantee shall, in furtherance of its performance of all aspects of the program description and budget as set forth in the attached exhibits and the Budget, maintain time keeping records for all grant-funded and match personnel as follows:

A. Personnel who spend less than 100% of their time on the funded program must maintain a Personnel Activity Report (PAR) that accurately reflects the time the employee spends performing the program and any other duties. The PAR must:
   1. reflect an after-the-fact distribution of the employee’s actual activity (not budgeted time);
   2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
   3. be prepared at least monthly and coincide with one or more pay periods;
   4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
   5. be supplemented with daily attendance timesheets.

B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
   1. include an-after-the-fact certification that 100% of the employee’s time was spent in support of activities associated with the program;
   2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee’s work; and
   3. be supplemented with daily attendance timesheets.

31.2. Payroll records must reflect either the after-the-fact distribution of an employee’s actual activities or the certification of an employee’s actual work performed.

31.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet.
or log that includes dates and hours worked on the grant program.

31.4. Along with each quarterly report, Grantee shall submit a Quarterly Time Keeping Certification to Grantor. The Quarterly Time Keeping Certification shall include a certification listing all employees who must complete PARs as set forth in Section 24.1(A), and match volunteers, including their 1) program working hours and 2) total working hours.

31.5. Prior to the execution of this agreement, Grantee must provide Grantor with a copy of any time certification form and PAR that will be used for Grantor’s approval.

31.6. All time keeping documentation and certifications shall be made available for inspection during site visits and upon request by Grantor.

32. **Separate Revenue and Expenditure Accounts.** Grantee must have an accounting system that meets the following requirements:

32.1. Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.

32.2. Enables the preparation of reports required by general and program-specific terms and conditions of Grantee’s awards.

32.3. Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.

32.4. Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.

32.5. Includes classification of expenditures (e.g., personnel, commodities, equipment).

32.6. Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.

32.7. Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. See 2 CFR 200.302.

33. **Project Monitoring and Evaluation.**

33.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.

33.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor’s evaluation of the grant project, conducted either by Grantor or external parties.

33.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee’s project, as described in this Agreement, to determine the project’s effectiveness in victim service provision. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined.

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under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, as requested by Grantor.

34. **Conflict of Interest in Hiring and Procurement.** No employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

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PART THREE – THE PROJECT-SPECIFIC TERMS

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

1. **Penalty for Failure to Divert.** Under the Adult Redeploy Illinois enabling statute, any Grantee not meeting its required reduction shall be assessed a penalty. The Adult Redeploy Illinois Oversight Board (ARIOB) has set the maximum penalty at one half the marginal cost of incarceration (current maximum penalty is $2,500). The amount of the penalty assessed will be left to the discretion of the ARIOB but the Board shall take into consideration factors affecting the Grantor’s ability to meet the required reduction, including whether the failure to meet the reduction was beyond the control of the jurisdiction or other extenuating or mitigating circumstances.

2. **Expenditure Evaluation.** The Grantor shall evaluate the amount of unexpended funds remaining and the maximum amount of funds needed to continue the grant. Based on this evaluation, the Grantor, at its sole discretion, may reduce the grant award by an amount it deems appropriate.

3. **Corrective Action Plan.**

   3.1 At the end of each quarter, the Grantee and the Grantor will (1) do a formal review of the number of individuals diverted from the Illinois Department of Corrections (using the Grantee’s and IDOC’s data) and (2) assess whether the number conforms with the Grantee’s approved plan in order to achieve the annual 25% reduction included in the plan.

   3.2 If either the Grantee or the Grantor believes that it will not, they shall bring the issue to the next meeting of the ARIOB (or within the first month of the next quarter, whichever is sooner) with a plan for remediation, designed to avert a penalty charge to the Grantee. The Grantee may choose to send its representatives to the ARIOB meeting to explain the plan, and the ARIOB shall act on the plan immediately upon its receipt.

   3.3 Should the ARIOB not accept the plan, the Grantee will have the opportunity to modify the plan or withdraw from the program by the next ARIOB meeting (or the second month of the quarter, whichever is sooner). Should the Grantee accept the corrective action plan, the plan shall include a schedule for reporting on the progress of the plan, with regular reports at least once a quarter to the ARIOB, until such time as the ARIOB agrees that the corrective action plan has been successfully implemented.

   3.4 A similar corrective action plan process will be followed as it relates to Grantee’s failure (or risk thereof) to meet other contractual performance measures stated in the Illinois Crime Reduction Act (730 ILCS 190/et. seq), namely the use of assessment tools and evidence-based practices, appropriate target/service population, and provision of required data.

4. **Participant Risk Assessment Levels.**

   4.1 At the end of each quarter, the Grantee and the Grantor will do a formal review of the risk assessment scores of all participants currently in the program. If the following threshold is not met, the Grantor may initiate (1) training or technical assistance and/or (2) a corrective action plan.

   4.2 Threshold: Threshold means the aggregate minimum risk assessment scores, based on the local
county standards, for participant risk levels to meet the percentage and timeframe. For Adult Redeploy Illinois, 80% of incoming participants shall have moderate to high-risk assessment scores. The threshold seeks to ensure that Adult Redeploy Illinois programs are serving a moderate to high-risk prison bound population.

5. **Problem Solving Courts (PSC) Certification.** If the Grantee is determined to be an existing PSC, proposed PSC, or specially designated PSC calendar, the Grantee must be evaluated, or in the process of being evaluated, by the Administrative Office of the Illinois Courts (AOIC) and must be certified as compliant with the Problem-solving Court Standards (Standards) through the certification process and timeline required by the Illinois Supreme Court. All PSC shall comply with all AOIC requirements for certification and recertification. If a PSC is unable or unwilling to comply with these Standards, the PSC must request time to develop a plan of improvement to allow it to continue operations and that plan must be submitted to AOIC for recommendations. The recommendation from AOIC must be submitted to the Grantor within 30 days. Grantees that are unable or unwilling to substantially comply with the Standards or AOIC recommendations may risk termination of grant funds.

6. **ICJIA Quarterly Data Submission.** Grantee certifies that it will submit quarterly data electronically as outlined in the ICJIA data submission documents.

7. **Mandatory Data Elements.** Grantee agrees to participate in performance measurement and evaluation activities in conjunction with the Grantor and as developed by the ARIOB according to statute. Specifically, the Crime Reduction Act requires a “performance measurement system that includes but is not limited to the following key performance indicators: recidivism, rate of revocations, employment rates, education achievement, successful completion of substance abuse treatment programs, and payment of victim restitution."

Additionally, Grantee site-specific information about the utilization of evidence-based practices will be collected for evaluation purposes. These reporting requirements will be developed upon negotiation with the site administrators and ARIOB. Grantee agrees to provide the following data elements and any other additional data elements developed by the Grantor with the ARIOB:

Demographics:
- Name
- Date of Birth
- Gender
- Race
- SID (fingerprint identification number)

Case Information:
- Current offense (type of offense, class, dates of arrest and sentence)
- Date client was accepted/enrolled in the program
- If not accepted or enrolled state the reason
- Termination date and reason

ARI information:
- Probation/ARI conditions (types of treatment required, restitution, education, etc.)
- Treatment provider(s)
- Status updates on these conditions (movement between phases, interrupted treatment, start date, completion date, compliance with treatment, etc.)

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• Termination from conditions (successful or not, reason for termination, date of completion/termination)
• Changes in education level and employment
• Technical violations, rule infractions, other negative behavior (date, violation reason, sanction applied/response)
• Arrests/convictions while on ARI (date, offense, class, sentence and date if applicable)
• LSI-R/other assessment scores, initial and follow up (date and at least final assessed risk level and override if applicable)
• Number of in-person visits with each client monthly (in-office visits, field visits, any time the officer and client meet face-to-face contacts. Phone contacts should not be counted as face-to-face contacts.)
• Primary substance of choice (if applicable)
• Drug testing information (date tested, result of test, substance(s) found if positive, location of test [probation or treatment provider])
• Diagnosis information
  1. Mental Health (date of diagnosis/actual diagnosis)
  2. Substance abuse/dependence (date of diagnosis, abuse and/or dependence, substance of preference)

8. **Gift Cards.** If Grantee choose to include gift cards as part of their Budget, the following conditions must be adhered to:

a. Grantee must detail their method of tracking the use of gift cards;

b. Grantee must keep an inventory of who received a gift card and when;

c. Grantee must collect and save receipts for purchased gift cards;

d. Grantee must maintain the receipts in the same manner as other records; and

e. At the end of the fiscal year, Grantee must include in their closeout materials, a spreadsheet detailing each gift card purchase.

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## SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS

### Revenues

- **(a). State of Illinois Grant Amount Requested**
  - **Year 1**: $306,890

### BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS

#### Budget Expenditure Categories

<table>
<thead>
<tr>
<th>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</th>
<th>Year 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (Salaries &amp; Wages) 200.430</td>
<td>$224,461</td>
</tr>
<tr>
<td>2. Fringe Benefits 200.431</td>
<td>$51,872</td>
</tr>
<tr>
<td>3. Travel 200.474</td>
<td>$3,963</td>
</tr>
<tr>
<td>4. Equipment 200.439</td>
<td>$-</td>
</tr>
<tr>
<td>5. Supplies 200.94</td>
<td>$6,010</td>
</tr>
<tr>
<td>6. Contractual Services (200.318) &amp; Subawards (200.92)</td>
<td>$20,584</td>
</tr>
<tr>
<td>16. Total Direct Costs (lines 1-15) 200.413</td>
<td>$306,890</td>
</tr>
<tr>
<td>17. Indirect Costs* (see below) 200.414</td>
<td>$-</td>
</tr>
</tbody>
</table>

*Rate: __%, Base: __*$

| 18. Total Costs State Grant Funds (lines 16 and 17)    | $306,890 |

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Section A - ICIA Funds

Attachment: AU6192 199001 Resolution Attach II Agreement CB 18-07-17 (FI-R-0243-18 : Adult Redeploy Illinois Program Grant #199001)
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.

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.
   
   NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for 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 total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a) □ 
   Our Organization currently has a Negotiated Indirect Cost Rate Agreement 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 six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c).
   
   NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) □ 
   Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement 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 and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.
   
   NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

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 (2 CFR 200.414 (c)(4)(f) & (200.68).
   
   NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) □ 
   Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200 Appendix IV (5) Or;
   
   □ Complies with other statutory policies (please specify):

   The Restricted Indirect Cost Rate is ________ %

5) □ 
   No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

<table>
<thead>
<tr>
<th>Period Covered by the NICRA:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Approving Fed/State Agency (please specify):</td>
<td></td>
</tr>
<tr>
<td>The Indirect Cost Rate is:</td>
<td>__________ %</td>
</tr>
<tr>
<td>The Distribution Base is:</td>
<td></td>
</tr>
</tbody>
</table>

Section A - Indirect Cost Info

Attachment: AU6192 199001 Resolution Attach II Agreement CB 18-07-17 (FI-R-0243-18 : Adult Redeploy Illinois Program Grant #199001)
<table>
<thead>
<tr>
<th>STATE OF ILLINOIS</th>
<th>UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)</th>
<th>AGENCY: Illinois Criminal Justice Information Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementing Agency Name: Department of Probation and</td>
<td>DUNS#: 135836026</td>
<td>NOFO ID: N/A</td>
</tr>
<tr>
<td>Court Services, 18th Judicial Circuit</td>
<td>CSFA Short Description: Adult Redeploy Illinois (ARD)</td>
<td>Grant #: 199001</td>
</tr>
<tr>
<td>CSFA Number: 546-00-1687</td>
<td>SFY19</td>
<td>State Fiscal Year(s): FY 2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project Period: July 1, 2018 - June 30, 2019</td>
</tr>
</tbody>
</table>

If you are required to provide or volunteer to provide cost sharing, matching funds, other funding or contributions in the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.

**SECTION B -- MATCH FUNDS**

**Program Revenues**

<table>
<thead>
<tr>
<th>Year 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Match Requirement:</td>
</tr>
<tr>
<td>(b) - Cash</td>
</tr>
<tr>
<td>(c) - Non-cash</td>
</tr>
<tr>
<td>(d) Other Funding &amp; Contributions</td>
</tr>
</tbody>
</table>

**NON-STATE Funds Total**

| $ |

**BUDGET SUMMARY MATCH FUNDS**

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>Year 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (Salaries &amp; Wages 200.430</td>
<td>$</td>
</tr>
<tr>
<td>2. Fringe Benefits 200.431</td>
<td>$</td>
</tr>
<tr>
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</tr>
<tr>
<td>4. Equipment 200.439</td>
<td>$</td>
</tr>
<tr>
<td>5. Supplies 200.94</td>
<td>$</td>
</tr>
<tr>
<td>6. Contractual Services (200.318) &amp; Subawards (200.92)</td>
<td>$</td>
</tr>
<tr>
<td>16. Total Direct Costs (lines 1-15) 200.413</td>
<td>$</td>
</tr>
<tr>
<td>17. Indirect Costs* (see below) 200.414</td>
<td>$</td>
</tr>
<tr>
<td>Rat:</td>
<td>% Base:</td>
</tr>
<tr>
<td>18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)</td>
<td>$</td>
</tr>
</tbody>
</table>

**Attachment: AU6192 199001 Resolution Attach II Agreement CB 18-07-17 (FI-R-0243-18 : Adult Redeploy Illinois Program Grant #199001)**
STATE OF ILLINOIS

UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)

AGENCY: Illinois Criminal Justice Information Authority

Implementing Agency Name: DuPage County Department of Probation and Court Services, 18th Judicial Circuit

DUNS#: 135836026

NOFO ID: N/A

Grant #: 199001

CFSA Number: 546-00-1687

CSFA Short Description: Adult Redeploy Illinois (ARI) SFY19

State Fiscal Year(s): FY 2019

Project Period: July 1, 2018 - June 30, 2019

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.115)

“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).”

Implementing Agency

Program Agency

DuPage County
Name of Applicant Institution/Organization

DuPage County
Name of Applicant Institution/Organization

Signature

Signature

Daniel Cronin
Name of Official

Gwen Henry
Name of Official

Chairman
Title

Treasurer
Title

Chief Judge
Title

Date of Signature

Date of Signature

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 behalf of the organization.
Section C - Budget Worksheet & Narrative

1. Personnel (Salaries & Wages) (2 CFR 200.430) – List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr/Mo/Hr.)</th>
<th>% of Time</th>
<th>Quantity (based on Yr/Mo/Hr.)</th>
<th>Federal/State Amount</th>
<th>Match</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tonia White</td>
<td>Senior Probation Officer</td>
<td>S 61,048</td>
<td>Yearly</td>
<td>100.00%</td>
<td>5/12</td>
<td>$ 25,437</td>
<td>$</td>
<td>$ 25,437</td>
</tr>
<tr>
<td>Tonia White (with 2% increase)</td>
<td>Senior Probation Officer</td>
<td>S 62,269</td>
<td>Yearly</td>
<td>100.00%</td>
<td>7/12</td>
<td>$ 36,324</td>
<td>$</td>
<td>$ 36,324</td>
</tr>
<tr>
<td>Christian Nunez</td>
<td>Probation Officer</td>
<td>S 48,259</td>
<td>Yearly</td>
<td>100.00%</td>
<td>5/12</td>
<td>$ 20,108</td>
<td>$</td>
<td>$ 20,108</td>
</tr>
<tr>
<td>Christian Nunez (with 2% increase)</td>
<td>Probation Officer</td>
<td>S 49,224</td>
<td>Yearly</td>
<td>100.00%</td>
<td>7/12</td>
<td>$ 28,714</td>
<td>$</td>
<td>$ 28,714</td>
</tr>
<tr>
<td>Amanda Hayes</td>
<td>Probation Officer</td>
<td>S 44,190</td>
<td>Yearly</td>
<td>100.00%</td>
<td>5/12</td>
<td>$ 18,413</td>
<td>$</td>
<td>$ 18,413</td>
</tr>
<tr>
<td>Amanda Hayes (with 2% increase)</td>
<td>Probation Officer</td>
<td>S 45,073</td>
<td>Yearly</td>
<td>100.00%</td>
<td>7/12</td>
<td>$ 26,293</td>
<td>$</td>
<td>$ 26,293</td>
</tr>
<tr>
<td>Eric Turton</td>
<td>Probation Officer</td>
<td>S 45,373</td>
<td>Yearly</td>
<td>100.00%</td>
<td>5/12</td>
<td>$ 18,905</td>
<td>$</td>
<td>$ 18,905</td>
</tr>
<tr>
<td>Eric Turton (with 2% increase)</td>
<td>Probation Officer</td>
<td>S 46,280</td>
<td>Yearly</td>
<td>100.00%</td>
<td>7/12</td>
<td>$ 26,997</td>
<td>$</td>
<td>$ 26,997</td>
</tr>
<tr>
<td>Kathy Starkovich (0.25 FTE)</td>
<td>Deputy Director</td>
<td>S 92,007</td>
<td>Yearly</td>
<td>100.00%</td>
<td>5/48</td>
<td>$ 9,584</td>
<td>$</td>
<td>$ 9,584</td>
</tr>
<tr>
<td>Kathy Starkovich (0.25 FTE with 2% incr.)</td>
<td>Deputy Director</td>
<td>S 93,847</td>
<td>Yearly</td>
<td>100.00%</td>
<td>7/48</td>
<td>$ 13,686</td>
<td>$</td>
<td>$ 13,686</td>
</tr>
</tbody>
</table>

Total $ 224,461.00 $ - $ 224,461.00

Personnel Narrative:

- One Senior Probation Officer and three Probation Officers will be funded by the grant for 12 months and will be responsible for the continuation of the Adult Redeploy program. These officers are covered by a collective bargaining agreement which is currently being negotiated and there will probably be one raise per calendar year effective 12-1-2018, which includes a 2% increase in the salaries above. Officers will supervise a caseload of approximately 30-35 high risk offenders and co-facilitate cognitive-behavioral groups. Specific supervisory duties include and are not limited to: assess, evaluate, verify and develop individualized case plans for each offender placed on a period of probation supervision: coordinate interventions targeted at risk education utilizing the offender’s family, community and local treatment agencies; support behavior change through the application of rewards and sanctions; counsel individuals and/or families; provide crisis intervention when needed; monitor court conditions and provide accurate and documented information to the Court with testimony as needed and implement a specialized structured cognitive-behavioral supervision protocol with offenders.

- A Deputy Director of Probation and Court Services will provide program coordination (0.25 FTE) which will be funded by the grant for 12 months. The dollar amount was calculated by taking 25% of the actual salary for the 12 month period and does not include benefits. The coordinator will be responsible for planning, organizing, supervising and evaluating the work of the team. In addition, the position will serve as liaison between the team and various agencies involved with the project. The Deputy Director will provide program administration to the DuPage ARI program developing new components, monitoring quality, compiling reports and provide direct supervision to the four ARI Probation Officers.
### Section C - Budget Worksheet & Narrative

2. Fringe Benefits (2 CFR 300.431) - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (e.g., Retirement, Insurance, Worker's Comp, etc.), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (or multiyear award) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Calculated Salary</th>
<th>FICA (7.65%)</th>
<th>Other (IMRF)</th>
<th>Other (Employ Med &amp; Hospital Ins)</th>
<th>Other (Flex Benefit Earnings Flat Rate)</th>
<th>Other (Please Specify)</th>
<th>Other (Please Specify)</th>
<th>Flat Rate Fringe (If applicable)</th>
<th>Federal/State Amount</th>
<th>Match</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taute White</td>
<td>Senior Probation Officer</td>
<td>$25,417</td>
<td>$1,946</td>
<td>$2,556</td>
<td>$2,015</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td></td>
<td>$6,537</td>
<td></td>
<td>$6,537</td>
</tr>
<tr>
<td>Taute White (with 2% increase)</td>
<td>Senior Probation Officer</td>
<td>$26,364</td>
<td>$2,779</td>
<td>$3,651</td>
<td>$2,906</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td></td>
<td>$9,335</td>
<td></td>
<td>$9,335</td>
</tr>
<tr>
<td>Christian Nuess</td>
<td>Probation Officer</td>
<td>$20,100</td>
<td>$1,538</td>
<td>$2,021</td>
<td>$1,669</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td></td>
<td>$5,168</td>
<td></td>
<td>$5,168</td>
</tr>
<tr>
<td>Christian Nuess (with 2% increase)</td>
<td>Probation Officer</td>
<td>$20,714</td>
<td>$1,917</td>
<td>$2,806</td>
<td>$2,297</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td></td>
<td>$7,379</td>
<td></td>
<td>$7,379</td>
</tr>
<tr>
<td>Amanda Hoyes</td>
<td>Probation Officer</td>
<td>$18,413</td>
<td>$1,409</td>
<td>$1,851</td>
<td>$1,471</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td></td>
<td>$4,732</td>
<td></td>
<td>$4,732</td>
</tr>
<tr>
<td>Amanda Hoyes (with 2% increase)</td>
<td>Probation Officer</td>
<td>$20,291</td>
<td>$2,011</td>
<td>$2,642</td>
<td>$2,103</td>
<td>$167</td>
<td>$-</td>
<td>$-</td>
<td></td>
<td>$6,924</td>
<td></td>
<td>$6,924</td>
</tr>
<tr>
<td>Eric Taylor</td>
<td>Probation Officer</td>
<td>$18,905</td>
<td>$1,446</td>
<td>$1,900</td>
<td>$1,512</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td></td>
<td>$4,859</td>
<td></td>
<td>$4,859</td>
</tr>
<tr>
<td>Eric Taylor (with 2% increase)</td>
<td>Probation Officer</td>
<td>$20,997</td>
<td>$2,065</td>
<td>$2,743</td>
<td>$2,160</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td></td>
<td>$6,938</td>
<td></td>
<td>$6,938</td>
</tr>
<tr>
<td>Kathy Starkovich (0.25 FTE)</td>
<td>Deputy Director</td>
<td>$9,584</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td></td>
<td>$-</td>
<td></td>
<td>$-</td>
</tr>
<tr>
<td>Kathy Starkovich (0.25 FTE with 20% Deputy Director)</td>
<td></td>
<td>$13,608</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td></td>
<td>$51,872</td>
<td></td>
<td>$51,872</td>
</tr>
</tbody>
</table>

Fringe Narrative:

- Fringe Benefits were calculated by using a weighted average of 25.7% for 1 Senior Probation Officer and the 3 Probation Officers salaries which includes an increase effective 12-1-2018. The Deputy Director's salary will not reflect any fringe benefits since it's only 0.25 FTE. One Probation Officer's fringe benefits will not be paid out of the grant since we have to maintain a maintenance budget. One Probation Officer will receive Flex Benefit earnings for 2 months.
Section C - Budget Worksheet & Narrative

3). **Travel** (2 CFR 200.371) - Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant’s fee. Travel for training participants, advisory committee, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Column C ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

**Note:** Please see ICJIA Specific Instructions tab for additional information for completing this section.

<table>
<thead>
<tr>
<th>Purpose of Travel (brief description)</th>
<th>Location</th>
<th>Computation</th>
<th>Federal/State Match</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2018 - ILAPSC Mileage</strong></td>
<td>Bloomington/Normal Illinois</td>
<td><strong>$ 0.545</strong> 230 miles 3 1</td>
<td><strong>$ 376</strong> -</td>
<td><strong>$ 376</strong></td>
</tr>
<tr>
<td><strong>2018 - ILAPSC Lodging</strong></td>
<td>Bloomington/Normal Illinois</td>
<td><strong>$ 78.40</strong> 3 nights 5 1</td>
<td><strong>$ 1,176</strong> -</td>
<td><strong>$ 1,176</strong></td>
</tr>
<tr>
<td><strong>2018 - ILAPSC Per Diem</strong></td>
<td>Bloomington/Normal Illinois</td>
<td><strong>$ 28.00</strong> 3 daily 5 1</td>
<td><strong>$ 420</strong> -</td>
<td><strong>$ 420</strong></td>
</tr>
<tr>
<td><strong>2019 - ARI Summit Mileage</strong></td>
<td>Bloomington/Normal Illinois</td>
<td><strong>$ 0.545</strong> 230 miles 4 1</td>
<td><strong>$ 501</strong> -</td>
<td><strong>$ 501</strong></td>
</tr>
<tr>
<td><strong>2019 - ARI Summit Lodging</strong></td>
<td>Bloomington/Normal Illinois</td>
<td><strong>$ 78.40</strong> 2 nights 7 1</td>
<td><strong>$ 1,098</strong> -</td>
<td><strong>$ 1,098</strong></td>
</tr>
<tr>
<td><strong>2019 - ARI Summit Per Diem</strong></td>
<td>Bloomington/Normal Illinois</td>
<td><strong>$ 28.00</strong> 2 daily 7 1</td>
<td><strong>$ 392</strong> -</td>
<td><strong>$ 392</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$ 3,963</strong> -</td>
<td><strong>$ 3,963</strong></td>
</tr>
</tbody>
</table>

**Travel Narrative:**

- **2018 Illinois Association of Problem-Solving Courts Conference** will be held October 2018 and 1 Senior Probation Officer, 3 Probation Officers, 1 Deputy Director will attend. The lodging is capped at $70.00/night plus taxes = $78.40 x 3 nights x 5 staff = $1,176.00, and the per diem is estimated at $28/day x 3 days x 5 staff = $420.00, and the mileage is estimated at approximately 230 miles roundtrip x 3 vehicles for an estimated total of $376.00.

- **2019 ARI Summit** will be held in the Spring of 2019 and 1 Senior Probation Officer, 3 Probation Officers, 1 Deputy Director, the Finance Manager and the Training Coordinator will attend. The lodging is capped at $70.00/night plus taxes = $78.40 x 2 nights x 7 staff = $1,098.00, and the per diem is estimated at $28/day x 2 days x 7 staff = $392.00, and the mileage is approximately 230 miles roundtrip x 4 vehicles for an estimated total of $501.00.
Section C - Budget Worksheet & Narrative

4). **Equipment** *(2 CFR 200.439)* — Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than $5,000. *(Note: Organization's own capitalization policy for classification of equipment can be used)*. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Renewed or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost</th>
<th>Pro-Rated Share (Put 100% if cost is not pro-rated)</th>
<th>Federal/State Amount</th>
<th>Match</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**: $ - $ - $ - $ -

Equipment Narrative:

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Attachment: AU6192 199001 Resolution Attach II Agreement CB 18-07-17 (FI-R-0243-18 : Adult Redeploy Illinois Program Grant #199001)
### Section C - Budget Worksheet & Narrative

5. **Supplies (2 CFR 200.94):** List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

**Note:** Please see ICJIA Specific Instructions tab for additional information for completing this section.

<table>
<thead>
<tr>
<th>Supply Items</th>
<th>Quantity/Duration</th>
<th>Cost</th>
<th>Pro-Rated Share (Per 100% if cost is not pro-rated)</th>
<th>Federal/State Amount</th>
<th>Match</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training materials from the Brief Interventions Tool (BITs)</td>
<td>1</td>
<td>$1,350.00</td>
<td>100.00%</td>
<td>$1,350</td>
<td>$</td>
<td>$1,350</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>12</td>
<td>$100.00</td>
<td>100.00%</td>
<td>$1,200</td>
<td>$</td>
<td>$1,200</td>
</tr>
<tr>
<td>Tablets/laptops for officers</td>
<td>2</td>
<td>$1,500.00</td>
<td>100.00%</td>
<td>$3,000</td>
<td>$</td>
<td>$3,000</td>
</tr>
<tr>
<td>Desktop monitors for officers</td>
<td>4</td>
<td>$115.00</td>
<td>100.00%</td>
<td>$460</td>
<td>$</td>
<td>$460</td>
</tr>
</tbody>
</table>

**Total** $6,010 $6,010

**Supplies Narrative:**

- Grant funds will be utilized to purchase the Brief Interventions Tool (BITs) from the Carey Group approximately $1,350.00. Office supplies of paper, pens, pencils, calendars and folders should be approximately $100.00/month. The program materials will be used 100% for the program. The cost is estimated based on previous purchases.
- The two tablets/laptops will be utilized by the officers in the field to access programs, and the cost is estimated at $1,500 each. The cost is estimated based on previous purchases.
- Desktop monitors for dual screen will allow for efficiency and accuracy. Monitors will be used by staff working on the grant.
### Section C - Budget Worksheet & Narrative

6. **Contractual Services (2 CFR 200.318) & Subawards (200.92)** — Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of $150,000 (See 2 CFR 200.88). However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information. This budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

1. Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.

2. Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

3. "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

#### Table: Computation

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost per Basis</th>
<th>Basis</th>
<th>Length of Time</th>
<th>Pro-Rated Share (Put 100% if cost is not pro-rated)</th>
<th>Federal/State Amount</th>
<th>Match</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substance Abuse &amp; Mental Health Treatment for ARI participants</td>
<td>$100.00</td>
<td>Monthly</td>
<td>12</td>
<td>100.00%</td>
<td>$1,200</td>
<td>$</td>
<td>$1,200</td>
</tr>
<tr>
<td>Cell Phone Services for ARI Probation Officers</td>
<td>$265.00</td>
<td>Monthly</td>
<td>12</td>
<td>100.00%</td>
<td>$3,180</td>
<td>$</td>
<td>$3,180</td>
</tr>
<tr>
<td>Community Care Center for ARI participants</td>
<td>$35.00</td>
<td>Sessions</td>
<td>14</td>
<td>100.00%</td>
<td>$490</td>
<td>$</td>
<td>$490</td>
</tr>
<tr>
<td>Employment Coordinator for ARI participants</td>
<td>$24.00</td>
<td>Hourly</td>
<td>200</td>
<td>100.00%</td>
<td>$4,800</td>
<td>$</td>
<td>$4,800</td>
</tr>
<tr>
<td>Expand Employment Program for ARI Participants</td>
<td>$8.50</td>
<td>Hourly</td>
<td>750</td>
<td>100.00%</td>
<td>$6,375</td>
<td>$</td>
<td>$6,375</td>
</tr>
<tr>
<td>Bus Passes for transportation for ARI participants</td>
<td>$4.00</td>
<td>Passes</td>
<td>199</td>
<td>100.00%</td>
<td>$796</td>
<td>$</td>
<td>$796</td>
</tr>
<tr>
<td>Train Passes for</td>
<td>$6.50</td>
<td>Passes</td>
<td>315</td>
<td>100.00%</td>
<td>$2,048</td>
<td>$</td>
<td>$2,048</td>
</tr>
<tr>
<td>Other transportation for</td>
<td>$1.00</td>
<td>Ride</td>
<td>360</td>
<td>100.00%</td>
<td>$360</td>
<td>$</td>
<td>$360</td>
</tr>
<tr>
<td>GED testing for ARI</td>
<td>$120.00</td>
<td>Test</td>
<td>3</td>
<td>100.00%</td>
<td>$360</td>
<td>$</td>
<td>$360</td>
</tr>
<tr>
<td>ILAPSC Registration</td>
<td>$195.00</td>
<td>Person</td>
<td>5</td>
<td>100.00%</td>
<td>$975</td>
<td>$</td>
<td>$975</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$20,584</td>
<td></td>
<td>$20,584</td>
</tr>
</tbody>
</table>
Contractual Narrative:

- The Department will utilize $1,200.00 in grant funds to provide substance abuse & mental health treatment services to ARI participants for whom other payment options do not exist. The sessions range from $35.00 - $85.00/hour based on the service provider and the program that they have implemented for the participant. Typically a full treatment plan averages about $2,500.00 per participant if all sessions are met. Due to the Affordable Care Act these expenses have decreased due to treatment providers billing the health insurance companies directly. DuPage County Adult Redeploy Illinois accesses treatment from approximately 13 community providers.

- Grant funds will provide 4 Smartphones to each Probation Officer. The monthly cell phone services has been estimated at $265.00/month x 12 months = $3,180.00. The cost is based on past departmental expenditures. The cell phones will be used when the Probation Officers are out in the field.

- The Community Career Center will provide 14 sessions at $35.00. Each participant is required to attend 2 sessions in order to receive a certificate. There will be at least 7 ARI participants receiving this resource. These sessions of employment readiness will focus on providing resume writing, mock interviews and all other computer skills and job related social skills practice/feedback. Skill building helps with the successful reintegration of offenders into the community. Cost is based on past departmental expenditures.

- The Employment Coordinator will provide 200 hours at a hourly rate of $24.00 for a total of $4,800.00. The coordinate will provide one on one coaching for the ARI participants on improving their job skills for employment. The coordinator will also recruit businesses to hire ARI participants who complete the job skills training. Cost is based on past departmental expenditures.

- Expand employment program to include a job referral with partnering employers within the community to hire 10 ARI participants. Each employer will receive reimbursement for up to two weeks 75 hours x $8.50 x 10 = $6,375.00.

- Grant funds will be utilized to purchase bus passes for ARI participants transporting to/from treatment and to Probation appointments in instances when there is no ability to get their own transportation. This is critical given the intensive contact standards of the program and could be a major barrier for some participants. The bus passes are currently priced at $4.00/pass x 199 passes = $796.00.

- Grant funds will be utilized to purchase train passes for ARI participants transporting to/from treatment and to Probation appointments in instances when there is no ability to get their own transportation. Having no transportation has been a barrier for some ARI participants not completing their treatments in the past. The train passes are currently priced at $6.50/passes x 315 passes = $2,048.00.

- Grants funds will be utilized to request a Taxi, UBER or LYFT ride for ARI participants transporting to/from treatment and to Probation appointments in instances when there is no ability to get their own transportation. Having access to the train or bus locations can be a barrier for some ARI participants not completing their treatments in the past. It has been identified that some participants can’t get to a train station or a bus stop therefore other transportation will be available for those few instances. The cost is estimated at $360.00 for the grant period.

- Grant funds will be utilized for 3 ARI participants to complete their GED through the College of DuPage (COD) or any surrounding accredited institution. The test is $120.00/participant x 3 = $360.00, and all participants must complete the GED prep course prior to requesting funds. The cost was verified by COD.

- Grants funds will be utilized for registration fees for the 2018 Illinois Association of Problem-Solving Courts Conference that will be held in October 2018 and 1 Senior Probation Officer, 3 Probation Officers, 1 Deputy Director will attend for an estimated cost of $195.00/person x 5 staff = $975.00.
Section C - Budget Worksheet & Narrative

16. Indirect Cost (2 CFR 200.411) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

<table>
<thead>
<tr>
<th>Description</th>
<th>Computation</th>
<th>Federal/State Amount</th>
<th>Match</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Base</td>
<td>Rate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Indirect Cost Narrative:

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

(1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
(2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
(3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

Institution/Organization

Signature

Name of Official

Title

Chief Financial Officer (or equivalent)

Date of Signature

Institution/Organization

Signature

Name of Official

Title

Executive Director (or equivalent)

Date of Signature
### Section C - Budget Worksheet & Narrative

Budget Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Federal/State Amount</th>
<th>Match Amount</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$ 224,461.00</td>
<td>$</td>
<td>$ 224,461.00</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$ 51,872.00</td>
<td>$</td>
<td>$ 51,872.00</td>
</tr>
<tr>
<td>3. Travel</td>
<td>$ 3,963.00</td>
<td>$</td>
<td>$ 3,963.00</td>
</tr>
<tr>
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<td><strong>TOTAL PROJECT COSTS</strong></td>
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### FOR ICJIA USE ONLY

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§300.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Resolution
FI-R-0244-18

ACCEPTANCE AND APPROPRIATION OF THE DONATED FUNDS INITIATIVE PROGRAM GRANT PY2019
INTER-GOVERNMENTAL AGREEMENT NO. FCSXJ00210
COMPANY 5000 - AGENCY 6560
$103,119

(Under the administrative direction of the DuPage County State’s Attorney’s Office)

WHEREAS, the County of DuPage, through the DuPage County State’s Attorney’s Office, has been notified by the Illinois Department of Human Services that grant funds in the amount of $77,339 (SEVENTY-SEVEN THOUSAND, THREE HUNDRED THIRTY-NINE AND NO/100 DOLLARS) are available for continuing the DuPage County Children’s Center Donated Funds Initiative Program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSXJ00210 with the Illinois Department of Human Services, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the County will provide matching funds in the amount of $25,780 (TWENTY-FIVE THOUSAND, SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS) which is budgeted for in Fiscal Year 2018 and will be provided by the General Fund-Children’s Center (Company 1000 - Accounting Unit 6510); and

WHEREAS, the term of the Inter-Governmental Agreement is from July 1, 2018 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 Inter-Governmental Agreement No. FCSXJ00210 (Attachment II) between DuPage County and the Illinois Department of Human Services 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 $103,119 (ONE HUNDRED THREE THOUSAND, ONE HUNDRED NINETEEN AND NO/100 DOLLARS) be made to establish the Donated Funds Initiative Program Grant PY 2019, Company 5000 - Accounting Unit 6560, for the period July 1, 2018 through June 30, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of the DuPage County Children’s Advocacy Center is authorized to execute and sign Agreement No. FCSXJ00210 as the Authorized Representative; and
BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and headcount; and

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

Enacted and approved this 17th day of July, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
DONATED FUNDS INITIATIVE PROGRAM GRANT PY 2019
INTER-GOVERNMENTAL AGREEMENT NO. FCSXJ00210
COMPANY 5000 – ACCOUNTING UNIT 6560
$103,119

REVENUE

41000-0002 – Federal Operating Grant – HHS $ 77,339
46031-0000 – Matching Contributions $ 25,780

TOTAL ANTICIPATED REVENUE $ 103,119

EXPENDITURES

PERSONNEL

50000 - Regular Salaries $ 103,119

TOTAL PERSONNEL $ 103,119

TOTAL ADDITIONAL APPROPRIATION $ 103,119
INTER - GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND

DUPAGE COUNTY DEPARTMENT OF

The Illinois Department of Human Services (Grantor or DHS), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762, and DUPAGE COUNTY DEPARTMENT OF (Grantee), with its principal office at 421 N County Farm Rd Wheaton, IL 60187-3978 and payment address (if different than principal office) at ________, hereby 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 36-6006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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 (check one) ☐ shall not exceed or ☒ are estimated to be $77,339.00, of which $77,339.00 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 1801ILSOSR, the Federal awarding agency is Dept of Health and Human, and the Federal Award date is Oct 1, 2016. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Social Services Block Grant and Number is 93.667. The Catalog of State Financial Assistance (CSFA) Number is 444-80-1213. The State Award Identification Number is __________________________.

1.4. Term. This Agreement shall be effective on Jul 1, 2018 and shall expire on Jun 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.

ILLOIS DEPARTMENT OF HUMAN SERVICES

By: ____________________________________
Signature of James T. Dimas, Secretary

By: ____________________________________
Signature of Designee

Date: ________________________________
Printed Name: _________________________
Printed Title: __________________________

Designee

By: ____________________________________
Signature of First Other Approver, if Applicable

Date: ________________________________
Printed Name: _________________________
Printed Title: __________________________

Other Approver

By: ____________________________________
Signature of Second Other Approver, if Applicable

Date: ________________________________
Printed Name: _________________________
Printed Title: __________________________

Second Other Approver

DUPAGE COUNTY DEPARTMENT OF

By: ____________________________________
Signature of Authorized Representative

Date: ________________________________
Printed Name: _________________________
Printed Title: __________________________

E-mail: pat.dempsey@dupageco.org

FEIN: 36-6006551

Packet Pg. 102
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 a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

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

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


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

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


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

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

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

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

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.
“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

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

ARTICLE IV
PAYMENT

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

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. 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 be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

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

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; See also 30 ILCS 705/10.

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

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

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

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

ARTICLE VI
BUDGET

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

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

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

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

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) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.
(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee’s fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,
(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
(iv) Appendix V to Part 200 governs State/Local Governmentwide Central Service Cost Allocation Plans.

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

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

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

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

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

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

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.
(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity’s organization (Paragraphs 7.4 through 7.5).

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

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

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

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

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

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

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

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

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

ARTICLE VIII
REQUIRED CERTIFICATIONS

8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.
(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

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

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

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

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

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

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

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).
(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

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

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

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

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

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

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

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

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

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

ARTICLE X
UNLAWFUL DISCRIMINATION

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

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

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


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

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

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

ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

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

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

13.3. Consolidated Year-End Financial Reports.

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

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

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee’s fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.
(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee’s tax return.

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

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

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

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

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

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


ARTICLE XV
AUDIT REQUIREMENTS

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

15.2. Audit Requirements.

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

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

(i) If, during its fiscal year, Grantee spends $300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee’s risk profile.

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

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

15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.
15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

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

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

ARTICLE XVIII
NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX
STRUCTURAL REORGANIZATION

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

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST

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

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

ARTICLE XXII
EQUIPMENT OR PROPERTY

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

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

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

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

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

ARTICLE XXIV
INSURANCE

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

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

ARTICLE XXV
LAWSUITS

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

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

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

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

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

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

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

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

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

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

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

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

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.


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

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

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

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantee 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

FEDERAL PROGRAM NAME: SOCIAL SERVICES BLOCK GRANT
STATE PROGRAM NAME: SOCIAL ADJ & REHABILITATION/PI/OPS

SCOPE OF SERVICES

CSFA Number: 444-B0-1213
Appropriation FY: 2019
Appropriation Code: 807624900
Appropriation Desc: DONATED FUNDS INITIATIVE
Appropriation Amount: $77,339.00
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
CFDA: 93.667 - CFDA Name: Social Services Block Grant
FAIN Number: 1801ILSOSR - FAIN Award Agency: Dept of Health and Human Services
FAIN Award Date: Oct 1, 2016

Targeted area is statewide

Social service delivery to persons in need with a reasonable expectation of:
- Achieving or maintaining economic self-support to prevent, reduce or eliminate dependency;
- Achieving or maintaining self-sufficiency, including reduction or prevention of dependency;
- Preventing or remedying neglect, abuse or exploitation of children and adults unable to protect their own interests or preserving, rehabilitating or reuniting families;
- Preventing or reducing inappropriate institutional care by providing for community based care, home based care or other forms of less intensive care; and
- Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.

The service content is as specified in a Program Plan that is prepared by the contractor. The Program Plan is a detailed description of the expectations of the contract and the basis for accountability. Services are defined by the Title XX Social Services Block Grant and the Donated Funds Initiative.


State Statute: The Department will make use of the Local Initiative Fund as governed by
the appropriations authority established by the Illinois General Assembly (Section 12-10.1 of the Illinois Public Aid Code [305 ILCS 5/12-10.1]) for the purpose of purchasing social services.

Administrative Rule: Title 89 Part 130 Administration of Social Programs. This authority is through the appropriation from the Local Initiative Fund, which is the designated account into which the Department receives federal funds and out of which it reimburses up to 75% of the costs of services provided under the Donated Funds Initiative.

------ END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS ------
EXHIBIT B
DELIVERABLES OR MILESTONES

Prior to the start of the contract period (July 1), all providers must have submitted a Program Plan with the Unit of Title XX Social Services. The program anticipated service levels and budget are described in the approved Program Plan. The Provider is required to comply with all of the conditions and provisions of the Program Plan. The Provider will submit a report on the progress of services for each fiscal year quarter within fifteen days of completion (October, January, April and July). The report should include data and narrative to the extent necessary for IDHS staff to assess program performance. The report forms are: IL444-4132, Donated Funds Initiative Quarterly Report and IL444-4130, Donated Funds Initiative Final Report.

361 children under 18 years of age and 449 adults will receive Protective Intervention Services designed to protect their health, welfare and other interests.

The agency will provide 965 staff hours of Protective Intervention Services designed to protect their health, welfare and other interests.

------- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -------
EXHIBIT C
PAYMENT

Grantee shall receive $77,339.00 under this Agreement.

Enter specific terms of payment here:

Payments occur after service has been provided and documentation has been received by IDHS. Payment is contingent upon providers having on hand the 25% required match.

Title XX Social Services Block Grant Donated Funds Initiative is a fixed rate grant program for which the payments are made on the basis of a rate or allowable actual cost incurred per the Program Plan and is based on a statement or bill as required by IDHS.

Billings, with substantiating documentation, are submitted by the Provider within thirty days following the end of the month for which payment is requested.

------ END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS ------

Estimated Annual Contract Amount: $77,339.00

NOTE: The estimated figures are merely an objective means of computing the contract amount and should not be construed as a guaranteed amount that will be spent on the contract during the fiscal year.
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.

<table>
<thead>
<tr>
<th>GRANTOR CONTACT</th>
<th>GRANTEE CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> LATICIA WHEATLEY</td>
<td><strong>Name:</strong> Patrick R. Dempsey</td>
</tr>
<tr>
<td><strong>Title:</strong> Social Service Program Planner</td>
<td><strong>Title:</strong> Director</td>
</tr>
<tr>
<td><strong>Address:</strong> 823 E Monroe St Springfield, IL 62701-1915</td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong> 217-557-2948</td>
<td><strong>Phone:</strong> 630-407-2727</td>
</tr>
<tr>
<td><strong>TTY #:</strong></td>
<td><strong>TTY #:</strong></td>
</tr>
<tr>
<td><strong>Fax #:</strong> 217-782-0216</td>
<td><strong>Fax #:</strong> 630-407-8002</td>
</tr>
<tr>
<td><strong>E-mail Address:</strong> <a href="mailto:laticia.wheatley@illinois.gov">laticia.wheatley@illinois.gov</a></td>
<td><strong>E-mail Address:</strong> <a href="mailto:pat.dempsey@dupageco.org">pat.dempsey@dupageco.org</a></td>
</tr>
</tbody>
</table>

Additional Information: ________________________________
EXHIBIT E
PERFORMANCE MEASURES

Measures data includes:
1. # of children, seniors and other adults provided Title XX services.
2. # of Title XX service activities delivered.

Program Compliance:
Matching funds and expenditures are reported monthly via IL444-4131 - Donated Funds Initiative - Request for Reimbursement or C-13 Invoice Voucher. Measurements to support contract compliance:

1. Amount of the 25% local matching dollars reported.
2. Amount of allowable line item expenditures reported.
3. Number of timely and correct reports submitted monthly for reimbursement, quarterly for service provision and annually for service planning and final reporting.
4. Number of contractors submitting a budget with administrative cost less than 20%.
5. Number of contractors agreeing to an on-site compliance monitoring review.

Federal Reporting:
Two reports are submitted by DHS annually for federal reporting. A Pre expenditure report also known as the States Intended Use Plan and Post Expenditure report which is used to compare projected services to actual for each service category.

Measurements to support federal reporting via Pre and Post Expenditure Reports prepared by the DHS Bureau of Basic Supports-Title XX:

1. Same as above- # of children, seniors, and other adults served.
2. Same as above- amount of allowable expenditures.

------- END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS -------
EXHIBIT F
PERFORMANCE STANDARDS

Social Services are delivered that are directed to achieving or maintaining economic self-support, self-sufficiency, preventing or remedying neglect, abuse, inappropriate institutional care, or securing appropriate care.

1. At least 70% of the projected number of persons to receive services.
2. At least 70% achievement of the projected service activities.
3. No more than 10% variance of expenditures to budget line item.
4. 100% of the required local matching dollars will be applied to the program.
5. 100% of the line item expenditures will be allowable.
6. 80% timely and correct reports submitted monthly for reimbursement, quarterly for service provision and annually for service planning and final reporting.
7. 100% expected to comply with a compliance monitoring review.
8. 100% shall have no more than 20% administration cost.

------ END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS ------
EXHIBIT G
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee.

N/A

------ END OF PROGRAM: SOCIAL ADJ & REHABILITATION/PI/OPS ------
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
ADDITIONAL CERTIFICATIONS

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

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

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

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

ARTICLE XXVIII
ADDITIONAL TERMS

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

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

28.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award’s successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee’s authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.
28.4 Grant Funds Recovery. The provisions of 89 Ill. Adm. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

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

28.6 Gifts. In addition to the Gift ban described in Paragraph 26.1, Grantee will provide Grantor with advance notice of Grantee’s provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

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

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

ARTICLE XXIX
MONITORING AND INFORMATION

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

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

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

ARTICLE XXX
WORK PRODUCT

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

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

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

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

ARTICLE XXXI
POST-TERMINATION/NON-RENEWAL

31.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:
(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

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

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

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

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

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

33.2 Program Attachment. The related Program Attachment, if applicable, is J . It can be found via the following DHS website: http://www.dhs.state.il.us/page.aspx?item=29741 and is hereby incorporated into this Agreement.
### Section A: State of Illinois Funds

#### REVENUES

| State of Illinois Requested: | $77,339.00 |

#### Budget Expenditure Categories

<table>
<thead>
<tr>
<th>Category</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel (200.430)</td>
<td>$77,338.88</td>
</tr>
<tr>
<td>Fringe Benefits (200.431)</td>
<td>N/A</td>
</tr>
<tr>
<td>Travel (200.474)</td>
<td>N/A</td>
</tr>
<tr>
<td>Equipment (200.439)</td>
<td>N/A</td>
</tr>
<tr>
<td>Supplies (200.94)</td>
<td>N/A</td>
</tr>
<tr>
<td>Contractual Services/Subawards (200.318 and 200.92)</td>
<td>N/A</td>
</tr>
<tr>
<td>Consultant (200.459)</td>
<td>N/A</td>
</tr>
<tr>
<td>Construction</td>
<td>N/A</td>
</tr>
<tr>
<td>Occupancy - Rent and Utilities (200.465)</td>
<td>N/A</td>
</tr>
<tr>
<td>Research and Development (R &amp; D) (200.87)</td>
<td>N/A</td>
</tr>
<tr>
<td>Telecommunications</td>
<td>N/A</td>
</tr>
<tr>
<td>Training and Education (200.472)</td>
<td>N/A</td>
</tr>
<tr>
<td>Direct Administrative Costs (200.413)</td>
<td>N/A</td>
</tr>
<tr>
<td>Other or Miscellaneous Costs</td>
<td>N/A</td>
</tr>
<tr>
<td>Grant Exclusive Line Item(s)</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Direct Costs (add lines 1-15) (200.413)</td>
<td>$77,338.88</td>
</tr>
<tr>
<td>Indirect Cost (200.414)</td>
<td>N/A</td>
</tr>
<tr>
<td>Rate %: N/A</td>
<td></td>
</tr>
</tbody>
</table>

#### Total Costs State Grant Funds

| Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE | $77,339.00 |

**Note:** Total may be adjusted for rounding.
<table>
<thead>
<tr>
<th>Section B: Non-State of Illinois Funds</th>
</tr>
</thead>
</table>

**REVENUES**
Grantee Match Requirement %: 25.00

| b) Cash | $25,780.00 |
| c) Non-Cash | N/A |
| d) other Funding and Contributions | N/A |

Total Non-State Funds (tied b through d) $25,780.00

**Budget Expenditure Categories**

| 1. Personnel (200.430) | $25,779.66 |
| 2. Fringe Benefits (200.431) | N/A |
| 3. Travel (200.474) | N/A |
| 4. Equipment (200.439) | N/A |
| 5. Supplies (200.94) | N/A |
| 6. Contractual Services/Subawards (200.318 and 200.92) | N/A |
| 7. Consultant (200.459) | N/A |
| 8. Construction | N/A |
| 9. Occupancy - Rent and Utilities (200.465) | N/A |
| 10. Research and Development (R & D) (200.87) | N/A |
| 11. Telecommunications | N/A |
| 12. Training and Education (200.472) | N/A |
| 13. Direct Administrative Costs (200.413) | N/A |
| 14. Other or Miscellaneous Costs | N/A |
| 15. Grant Exclusive Line Item(s) | N/A |
| 16. Total Direct Costs (add lines 1-15) (200.413) | $25,779.66 |
| 17. Indirect Cost (200.414) | N/A |

Rate %: N/A
Base: N/A

18. Total Costs Non-State Grant Funds
Lines 16 and 17
MUST EQUAL REVENUE TOTALS ABOVE $25,780.00

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

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Non-State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$77,338.88</td>
<td>$25,779.66</td>
<td>$103,118.54</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>3. Travel</td>
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<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4. Equipment</td>
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<td>N/A</td>
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<td>5. Supplies</td>
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<td>6. Contractual Services</td>
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<td>7. Consultant (Professional Services)</td>
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<td>8. Construction</td>
<td>N/A</td>
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<td>9. Occupancy (Rent and Utilities)</td>
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<td>10. Research and Development (R &amp; D)</td>
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<td>11. Telecommunications</td>
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<td>12. Training and Education</td>
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<td>13. Direct Administrative Costs</td>
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<td>14. Other or Miscellaneous Costs</td>
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<td>N/A</td>
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<td>15. GRANT EXCLUSIVE LINE ITEM(S)</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>$77,338.88</td>
<td>$25,779.66</td>
<td>$103,118.54</td>
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<td>17. Indirect Cost</td>
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<td>N/A</td>
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<td>State Request</td>
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<td>N/A</td>
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<tr>
<td>Non-State Amount</td>
<td>N/A</td>
<td>$25,780.00</td>
<td>N/A</td>
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<tr>
<td><strong>TOTAL PROJECT COSTS</strong></td>
<td></td>
<td></td>
<td><strong>$103,119.00</strong></td>
</tr>
</tbody>
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Note: Total may be adjusted for rounding.
Resolution
FI-R-0245-18

ACCEPTANCE AND APPROPRIATION OF THE
JUVENILE JUSTICE YOUTH SERVING PROGRAM GRANT PY19
INTER-GOVERNMENTAL AGREEMENT NO. FCSXR04985
COMPANY 5000 - ACCOUNTING UNIT 6165
$65,000

(Under the administrative direction of the
DuPage County Department of Probation and Court Services)

WHEREAS, the County of DuPage, through the DuPage County Department of Probation and Court Services, has been notified by the Illinois Department of Human Services that grant funds in the amount of $65,000 (SIXTY-FIVE THOUSAND AND NO/100 DOLLARS) have been made available to support the Illinois Juvenile Justice Commission in developing and implementing programs, policies, and practices for youth serving programs;

and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. FCSXR04985 with the Illinois Department of Human Services, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the period of performance of the agreement is from July 1, 2018 to 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 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 Inter-Governmental Agreement No. FCSXR04985 (Attachment II) between DuPage County and the Illinois Department of Human Services 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 $65,000 (SIXTY-FIVE THOUSAND AND NO/100 DOLLARS) be made to establish the Juvenile Justice Youth Serving Program Grant PY19 - Company 5000, Accounting Unit 6165, for the period of July 1, 2018 through June 30, 2019; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program; and
BE IT FURTHER RESOLVED that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 17th day of July, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
ADDITIONAL APPROPRIATION TO ESTABLISH THE
JUVENILE JUSTICE YOUTH SERVING PROGRAM GRANT PY19
INTER-GOVERNMENTAL AGREEMENT NO. FCSXR04985
COMPANY 5000 - ACCOUNTING UNIT 6165
$65,000

REVENUE

41000-0004 – Federal Operating Grant – DOJ $ 65,000

TOTAL ANTICIPATED REVENUE $ 65,000

EXPENDITURES

COMMODITIES

52200 Operating Supplies & Materials $ 1,000

TOTAL COMMODITIES $ 1,000

CONTRACTUAL

53090 Other Professional Services $ 46,000
53830 Other Contractual Expenses 18,000

TOTAL CONTRACTUAL $ 64,000

TOTAL ADDITIONAL APPROPRIATION $ 65,000
ATTACHMENT II

INTER - GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND

DUPAGE COUNTY PROBATION AND COURT SERVICES - EIGHTEENTH JUDICIAL CIRCUIT

The Illinois Department of Human Services (Grantor or DHS), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762, and DUPAGE COUNTY PROBATION AND COURT SERVICES - EIGHTEENTH JUDICIAL CIRCUIT (Grantee), with its principal office at 503 N County Farm Rd Wheaton, IL 60187-3942 and payment address (if different than principal office) at 421 N County Farm Rd Wheaton, IL 60187-3978, 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 is Grantee’s correct DUNS number; that is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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.

State Of Illinois.
DHS INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 3 22 18
Published Revision : 2018.06.25.14.28.02 127
Page: 1 of 46
1.2. Amount of Agreement. Grant Funds (check one) ☑ shall not exceed or ☐ are estimated to be $65,000.00, of which $0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the Federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 444-80-1270. The State Award Identification Number is ___________.

1.4. Term. This Agreement shall be effective on Jul 1, 2018 and shall expire on Jun 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 HUMAN SERVICES

By: ____________________________
Signature of James T. Dimas, Secretary

By: ____________________________
Signature of Designee

Date: ____________________________
Printed Name: ____________________________
Printed Title: ____________________________

DUPAGE COUNTY PROBATION AND COURT SERVICES
- EIGHTEENTH JUDICIAL CIRCUIT

By: ____________________________
Signature of Authorized Representative

Date: ____________________________
Printed Name: ____________________________
Printed Title: ____________________________

E-mail: Tom.Schau@dupageco.org

FEIN: 36-6006551

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.
DHS INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 3 22 18
Published Revision: 2018.06.25.14.28.02 127
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 a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

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

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


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

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


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

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

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

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

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.
“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

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

ARTICLE IV
PAYMENT

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

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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

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

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

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

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; See also 30 ILCS 705/10.

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

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

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

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

ARTICLE VI
BUDGET

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

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 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) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.
(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee’s fiscal year end, as dictated in the applicable appendices, such as:

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

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

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

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

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

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

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

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

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

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

(b) Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.
(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

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

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

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

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

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

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

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

7.8. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 IILCS 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.
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(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 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).
(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

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

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

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

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

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

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

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

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

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

ARTICLE X
UNLAWFUL DISCRIMINATION

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

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

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


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

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

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

ARTICLE XI
LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

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

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

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix 11(1) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

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

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

13.3. Consolidated Year-End Financial Reports.

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

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

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee’s fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.
(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

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

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

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

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

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

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

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards

ARTICLE XV
AUDIT REQUIREMENTS

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

15.2. Audit Requirements.

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

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

(i) If, during its fiscal year, Grantee expends $300,000 or more in Federal and State
Awards, singularly or in any combination, Grantee must have a financial statement audit
conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).
Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G
based on the Grantee’s risk profile.

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

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

15.3. Performance of Audits. For those organizations required to submit an independent audit report,
the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public
Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting
Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing
Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and
acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of
audit reports and any related documents.
15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

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

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

ARTICLE XVIII
NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX
STRUCTURAL REORGANIZATION

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

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST

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

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

ARTICLE XXII
EQUIPMENT OR PROPERTY

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

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

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

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

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

ARTICLE XXIV
INSURANCE

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

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

ARTICLE XXV
LAWSUITS

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

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

ARTICLE XXVI
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 Granter. 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 Granter 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 Granter 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 Granter arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Granter does not waive sovereign immunity by entering into this Agreement.

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

26.10. **Compliance with Confidentiality Laws.** If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Granter 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 Granter all documents in its possession that Granter deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
26.12. **Precedence.** In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

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

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

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

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

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

FEDERAL PROGRAM NAME:
STATE PROGRAM NAME: JUVENILE JUSTICE YOUTH SERVING PROGRAM
PURPOSE OF GRANT

CSFA Number: 444-80-1270
Appropriation FY: 2019
Appropriation Code: 619114900
Appropriation Desc: Juvenile Justice
Appropriation Amount: $65,000.00
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
CFDA: N/A - CFDA Name: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

The Illinois Juvenile Justice Commission (IJJC) administers the Title II Formula Grants Program (Title II) under the federal Juvenile Justice and Delinquency Prevention Act (JJDPA) of 1974. The goal of Title II is to increase the availability and types of prevention and intervention programs and juvenile justice system improvements. Title II funds support a broad range of juvenile justice activities at the state and local level which are aimed at planning, establishing, operating, coordinating, and evaluating projects directly or through grants and contracts with public and private agencies for the development of more effective education, training, research, prevention, diversion, treatment, and rehabilitation programs in the area of juvenile delinquency and programs to improve the juvenile justice system. Title II also funds state and local activities designed to ensure and maintain the states' compliance with the Core Requirements of the JJDPA.

Local juvenile justice systems and community based providers are in prime position to craft solutions and develop youth serving programs that meet the local community's needs and take into account local resources. Empowering and supporting local youth programming can also stem the tide of racial and ethnic disparity in the juvenile justice system at the front door and help ensure that no youth enters the juvenile justice system unnecessarily. Investing in local communities will reduce the costs associated with incarcerating youth in correctional facilities, reduce rates of recidivism, reduce the number of crime victims, and ultimately create safer communities in Illinois.

The goal of the Juvenile Justice Youth Serving Programs is to support local juvenile justice councils, units of local government and non-for-profit agencies who wish to develop, implement, expand and/or maintain youth serving programs to accomplish one or more of the following:

a. To appropriately divert youth from further involvement in the JJ system (Diversion);

b. To provide alternatives to the detention of youth (Alt to Detention);
EXHIBIT A

c. To provide programmatic solutions to reduce Disproportionate Minority Contact (DMC);
d. To provide programmatic services for Youth with Problematic Sexual Behaviors

------ END OF PROGRAM: JUVENILE JUSTICE YOUTH SERVING PROGRAM ------
EXHIBIT B
DELIVERABLES OR MILESTONES

1. The Provider will develop, implement, expand and/or maintain a youth serving program to address one or more of the following program areas:
   a. To appropriately divert youth from further involvement in the JJ system (Diversion);
   b. To provide alternatives to the detention of youth (Alt to Detention);
   c. To provide programmatic solutions to reduce Disproportionate Minority Contact (DMC);
   d. To provide programmatic services for Youth with Problematic Sexual Behaviors.

2. The Provider will administer a pre and post assessment to each program youth to determine effectiveness of program and to measure increase or decrease in risk/protective factors for individual youth. If Provider is a CCBYS agency, the provider will be required, at minimum, to use the Youth Assessment Screening Instrument (YASI) as the pre and post assessment.

3. For any of the above program areas, the Provider will demonstrate how the proposed youth serving program will impact Disproportionate Minority Contact.

4. Provider will propose performance measures around anticipated outcomes and the process by which those will be measured. The youth serving performance measures will be finalized with input from the Department and measured.

5. The Provider will collect and report data on youth receiving services under this proposal in accordance with OJJDP and DHS reporting requirements and systems.

6. The Provider will be available as requested by the Department/IJJC to present information on program implementation progress, provide data updates, or to answer questions arising from the Provider’s work.

9. The Provider agrees to participate in site visits as requested by the Department/IJJC and agrees that program and collaborating partners will be in attendance at such site visits.

10. DHS Local Area Offices - Providers will develop and maintain collaborative working relationships with local Family and Community Resource Centers (FCRCs). This includes sharing information about agency employment opportunities and regularly participating in service provider meetings or events.

Publication of Studies, Reports or other Program Products

1. The Provider agrees that products produced for the Department/IJJC with Title II funds, including, but not limited to research reports, data, analyses and policy recommendations are the property of the Department/IJJC and will not be published or distributed except as prescribed by the Department/IJJC.
EXHIBIT B

2. Unless otherwise provided in the approved Program Plan, the Provider agrees not to publish, release or otherwise disseminate data in any form without the prior written permission of the Department/IJJC. If such permission is granted, the Provider agrees to submit to the Department/IJJC six copies of all reports and proposed publications resulting from this Agreement a minimum of 30 calendar days prior to public release; any publications (written, visual or sound), excluding press releases, newsletters and issue analyses, shall contain the following statement:

"Prepared under grants(s) from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, United States Department of Justice. Points of view or opinions in the document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice, the Illinois Department of Human Services or the Illinois Juvenile Justice Commission."

Reporting Requirements
A. Program Reports
1. The Provider will submit monthly, quarterly and final Periodic Financial Reports (PFRs) in the format prescribed by the Department. The monthly, quarterly and final Periodic Financial Reports must be submitted no later than the 15th of each month for the preceding month by email.
2. The Provider will submit quarterly and final Periodic Performance Reports (PPRs) in the format prescribed by the Department. Quarterly and Final Periodic Performance Reports are due no later than the 30th of each month for the preceding quarter by email. (Quarter 1 due October 30th, Quarter 2 due - January 30th, Quarter 3 due - April 30th, and Quarter 4 due - July 30th). These reports will provide at a minimum a status/update on the entire project as well as each of the project specific deliverables identified in the Project Specific Requirements section above. The report will also require Provider to submit data on OJJD established performance measures.
3. Annual Program Application/Plan - Providers are required to submit an Annual Program Application/Plan each year. For non-renewal years and for programs not exempt under 30 ILCS 708 (GATA) the Annual Plan or Application will be made available through a competitive Notice of Funding Opportunity (NOFO). Annual Program Plans for Programs exempt from 30 ILCS 708 (GATA) or during a renewal year will be due in April/May of each year for the upcoming program year. Annual Program Application/Plan guidance and submission instructions will be made available to providers through the same process as the NOFO posting and will be posted 30 days prior to the submission due date each year.
4. Uniform Grant Budget - Providers are required to submit a Detailed Uniform Grant Budget each year along with their Program Application/Plan. The Uniform Grant Budget will be due on the same timelines as the Program Application/Plan above. Providers agree to establish and utilize a budget approved by the Provider’s Board of Directors.
5. Program Data Reporting - Annual Performance Measures Reporting - The Provider shall submit annual Federal Performance Measure data reports in the format designated by the
EXHIBIT B

Department/IJC. The due dates of these are variable, according to federal requirements. Providers will be notified of report due dates no later than 30 days in advance of the due date.

6. Additional Data Reporting - Providers may be required to provide additional survey data once per year, in a format prescribed by the department, due on September 1st for the preceding fiscal year.

B. Fiscal Reports / Billing Information

The Provider will submit monthly, quarterly and final Periodic Financial Reports (PFRs) in the format prescribed by the Department. The monthly, quarterly and final Periodic Financial Reports must be submitted no later than the 15th of each month for the preceding month by email to: DHS.YouthServicesInfo@illinois.gov with the Program Name/Acronym; Contract number and Month in the Subject Line. If there are any questions, please contact the Bureau at: 217-557-2943.

The Provider shall use the following methodology to document the use of these funds:

a. The Provider shall provide summary documentation by line item of actual expenditures incurred for the purchase of goods and services necessary for conducting program activities. The Provider shall use generally accepted accounting practices to record expenditures and revenues as outlined in 89 Ill. Adm. Code 509, DHS Fiscal Administrative Recordkeeping and Requirements.

b. Expenditures shall be recorded in the Provider’s records in such a manner as to establish an audit trail for future verification of appropriate use of Agreement funds. Expenditure documentation forms shall be submitted in a format, defined by FCS, Bureau of Youth Intervention Services to the Department on a monthly basis, no later than the 15th of month following the month of services.

Additional Requirements

A. Revisions

If necessary, a provider may request a modification to the approved program plan and/or approved Spending Plan/Uniform Budget. Modifications or amendments to the program and/or spending plan must be submitted by the provider, in writing utilizing the appropriate forms, and are subject to approval by BYIS prior to formally submitting the revision in the CSA system.

1. Program Plan Modifications

Providers are not allowed to make program plan modifications without pre-approval. Program plan revisions include items such as those that would impact the service delivery model, changes to the specific services offered, numbers of youth to be served, service delivery sites, changes in sub-contractors or their services, deliverables, days open, etc. Modifications not needing pre-approval include staffing changes.
EXHIBIT B

2. Uniform Budget Modifications
Providers are allowed to make discretionary line item transfers within their approved budget without pre-approval from the Department (see article 6.3 of the Uniform Grant Agreement). Budget revisions, other than discretionary line item transfers, must be pre-approved by the Department (see article 6.2 of the Uniform Grant Agreement). Once the Department pre-approves the revision request, the provider will enter the proposed revision into the CSA system to be officially approved. Upon approval, DHS staff will then update the [Approved Budget Tab] of their Expenditure Documentation and Certification Form (EDCF) for submission with their next monthly expenditure report.

2. Indirect/Direct Administrative and Direct Costs
In order to charge indirect costs to this grant, the provider must have a Federal or State annually negotiated indirect cost rate agreement (NICRA) or must elect to use the De Minimis Rate.

Every organization that receives a state award must make an indirect cost rate proposal or election in the Crowe Activity Review System (CARS), including organizations that are choosing not to claim payment for indirect costs.

Indirect Cost Rate Election

a. Federally Negotiated Rate. Organizations that receive direct federal funding may have an indirect cost rate that was negotiated with the Federal Cognizant Agency. Illinois will accept the federally negotiated rate. The organization must provide a copy of the federal NICRA as Attachment 1.

b. State Negotiated Rate. The organization must negotiate an indirect cost rate with the State of Illinois by completing an indirect cost rate proposal in the CARS system if they do not have Federally Negotiated Rate or elect to use the De Minimis Rate.

c. De Minimis Rate. An organization that has never received a Federal or State Negotiated Rate may elect a de Minimis rate of 10% of modified total direct cost (MTDC). Once established, the de Minimis rate may be used indefinitely. The State of Illinois must verify the calculation of the MTDC annually in order to accept the de Minimis rate. If programs elect to use the De Minimis rate, it is critical that program budgets accurately calculate the MTDC base (see 2 CFR § 200.68).

d. No Rate®: Grantees have discretion not to claim payment for indirect costs. Grantees that elect not to claim indirect costs cannot be reimbursed for indirect costs. The organization must record an election of "No Indirect Costs" into CARS.

Crowe Activity Review System (CARS).
CARS will allow your organization to document your already established federally approved indirect cost rate, complete an indirect cost rate proposal (see State Negotiated Rate above), elect to charge the De Minimis rate (10%) of modified total direct costs (MTDC), or select that no reimbursement of indirect costs will be requested. Submission
EXHIBIT B

requirements are located on page 2 of the Uniform Budget Template as well as 2 CFR 200 Appendix IV, V & VII.

a. Organizations which have not previously made an indirect cost rate election must submit an election (and indirect cost rate proposal, if necessary) immediately and no later than 3 months after receiving an award notification or invitation to the CARS system.
b. Organizations that have previously established an indirect cost rate election must submit a new indirect cost rate election immediately and no later than 6 months after the close of their organization's fiscal year.
c. Every organization must make an indirect cost rate election in CARS even if the organization is choosing De Minimis Rate or no rate. Organizations that do not make an election or submission inside the CARS system within the required timeframes will not be allowed to claim indirect cost reimbursement.

3. Allowable/Unallowable Costs
   a. Unallowable Costs
   Please refer to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, PART 200 Subpart E Cost Principles to determine the appropriateness of costs. In addition, and specific to this grant, un-allowed costs will also include the following unless otherwise approved in writing by DHS:
   1. Capital Expenditures
   2. Renovations or remodeling
   3. Purchase of a vehicle
   4. Food for staff unless authorized as per diem under the State of Illinois Governor’s Travel Control Board.
   5. Deposits for items, services, or space
   b. Allowable Costs
   Allowable costs are those that are necessary and reasonable based on the activity(ies) contained in the Scope of Work, are justified in the Budget Narrative, and are allowable under Subpart E of 2 CFR 200.

4. Subcontractors
   a) Subcontractor Agreement(s) and budgets must be pre-approved by the Department.
   b) Subcontractor Agreement(s) and budgets must be on file with the Department.
   c) Any subcontractor shall be subject to all provisions of this Agreement.
   d) The Provider shall retain sole responsibility for the performance of the subcontractor.

5. Monitoring
   The Provider will provide the Department with requested monitoring and evaluation information and understands that the Department will monitor, audit, and evaluate service and records. Reporting will be as required by the Bureau. Monitoring may include but is not limited to:

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EXHIBIT B

A. On site visits to providers including inspection of client files, fiscal records, and interviews with program staff, contractors, probation staff, county and municipal law enforcement, judges etc.
B. Telephone monitoring of service via contacts with providers and a sample of youth and families receiving service.
C. Compliance and Performance Measure reviews.
D. Periodic audits.
E. Unannounced visits.
F. Desk Reviews.

Additional Certifications and Acknowledgements
This program receives funding from a federal grant that requires additional certifications and acknowledgements. This section is in addition to certifications, assurances and statements found elsewhere in the UGA or UIGA. These additional certifications and acknowledgements are as follows:

1. Provider certifies that each education program or activity it operates will be conducted in compliance with Title IX of the Education Amendments of 1972 and that it does not discriminate on the basis of sex in employment or in the delivery of services or benefits. See 28 CFR §§54.115(a), 54.140(a).

2. Provider acknowledges that it may be subject to the nondiscrimination provisions in one or more of the following statutes: the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. §3789d(c); the Juvenile Justice and Delinquency Prevention Act (JJDPA) of 1974, as amended; 42 U.S.C. §5672(b); the Victims of Crime Act (VOCA) of 1984, as amended, 42 U.S.C. §10604(e). See also 28 CFR Part 42, Subpart D.

3. Provider acknowledges that it must comply with the U.S. Department of Justice’s regulations regarding an Equal Employment Opportunity Plan (EEDP) (see http://ojp.gov/about/ocr/eeop.htm). 28 CFR Part 42, Subpart E.

4. Provider acknowledges that it will notify both its employees and program beneficiaries that they may file a complaint of discrimination directly with the Office for Civil Rights at the Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531. 28 CFR §31.202(b)(3); Part 42, Subparts C, D, G, I; Part 54.

5. Provider certifies that it will not discriminate either in employment or in the delivery of service or benefits based on actual or perceived race, color, national origin, sex, gender identity, sexual orientation or disability. Violence Against Women Reauthorization Act of 2013, P.L. 113-4, § 3(b)(4), 127 Stat. 54, 61-62 (2013) (to be

6. Charitable Choice: Provider certifies that it is compliant with Department of Justice rules regarding Equal Treatment for Faith-Based Organizations, 28 CFR Part 38; and

7. Provider acknowledges that it will complete the Federal Civil Rights Questionnaire annually and submit completed questionnaire to their DHS program contact.

------ END OF PROGRAM: JUVENILE JUSTICE YOUTH SERVING PROGRAM ------
EXHIBIT C
PAYMENT
Grantee shall receive $65,000.00 under this Agreement.

Enter specific terms of payment here:

1. An initial prospective payment of 1/12 of the Federal Award amount will be issued upon execution of the agreement; and may be rounded to the nearest $100.00. Subsequent payments will be issued on a reimbursement basis and will consider all previously submitted documented expenditures.

2. The Department will compare the amount of the prospective payments made to date with the documented expenditures provided to the Department by the Provider. In the event the documented services provided by the Provider do not justify the level of award being provided to the Provider, future payments may be withheld or reduced until such time as the services documentation provided by the Provider equals the amounts previously provided to the Provider. Failure of the Provider to provide timely documentation may result in a reduction to the total award.

3. The final payment from the Department under this Agreement shall be made upon the Department's determination that all requirements under this Agreement have been completed, which determination shall not be unreasonably withheld. Such final payment will be subject to adjustment after the completion of a review of the Provider's records as provided in the Agreement.

----- END OF PROGRAM: JUVENILE JUSTICE YOUTH SERVING PROGRAM -----

Estimated Annual Contract Amount: $65,000.00

NOTE: The estimated figures are merely an objective means of computing the contract amount and should not be construed as a guaranteed amount that will be spent on the contract during the fiscal year.
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.

<table>
<thead>
<tr>
<th>GRANTOR CONTACT</th>
<th>GRANTEE CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Karrie Rueter</td>
<td><strong>Name:</strong> Signature on File</td>
</tr>
<tr>
<td><strong>Title:</strong> Bureau Chief</td>
<td><strong>Title:</strong> Supervisor</td>
</tr>
<tr>
<td><strong>Address:</strong> 823 E Monroe St Springfield, IL 62701-1915</td>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong> 217-557-0193</td>
<td><strong>Phone:</strong> 630-407-8426</td>
</tr>
<tr>
<td><strong>TTY #:</strong></td>
<td><strong>TTY #:</strong></td>
</tr>
<tr>
<td><strong>Fax #:</strong></td>
<td><strong>Fax #:</strong> 630-407-8484</td>
</tr>
<tr>
<td><strong>E-mail Address:</strong> <a href="mailto:karrie.rueter@illinois.gov">karrie.rueter@illinois.gov</a></td>
<td><strong>E-mail Address:</strong> <a href="mailto:dupagejus@dupageco.org">dupagejus@dupageco.org</a></td>
</tr>
</tbody>
</table>

Additional Information: __________________________

State Of Illinois.
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EXHIBIT E
PERFORMANCE MEASURES

1. Percent of Quarterly and Annual program narrative reports identified in Exhibit B that include at a minimum progress and status updates on each of the performance measures identified below in addition to any additional project specific deliverables approved in the annual application/plan.

2. Number of programs implemented as a result of this contract

3. Number of youth served

4. Percentage of youth served who completed program

5. Number and percentage of program youth receiving a pre/post risk assessment

6. Percentage of program youth who completed program who demonstrate improvement (such as increased protective factors and/or decreased protective factors) based upon risk assessment results

7. Number and percent of program youth tracked to determine recidivism

8. Number of provider identified and DHS approved specific performance measures created

9. Percentage of provider identified and DHS approved specific performance measures met

------ END OF PROGRAM: JUVENILE JUSTICE YOUTH SERVING PROGRAM ------
EXHIBIT F

PERFORMANCE STANDARDS

1. Percent of Quarterly and Annual program narrative reports identified in Exhibit B that include at a minimum progress and status updates on each of the performance measures identified below in addition to any additional project specific deliverables approved in the annual application/plan. (Acceptable 80%) 

2. Number of programs implemented as a result of this contract (Acceptable: 1)

3. Number of youth served (Acceptable: 75% of provider's proposed number of youth served)

4. Percentage of youth served who completed program (Acceptable: 65% of youth served)

5. Number and percentage of program youth receiving a pre/post risk assessment (Acceptable: 65% of youth served)

6. Percentage of program youth who completed program who demonstrate improvement (such as increased protective factors and/or decreased protective factors) based upon risk assessment results (Acceptable: 65% of youth served)

7. Number and percent of program youth tracked to determine recidivism (Acceptable: 65% of youth served)

8. Number of provider identified and DHS approved specific performance measures created (Acceptable 3 process and 3 outcome measures)

9. Percentage of provider identified and DHS approved specific performance measures met (Acceptable 75%)

------ END OF PROGRAM: JUVENILE JUSTICE YOUTH SERVING PROGRAM ------
EXHIBIT G
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee.

SPECIFIC CONDITIONS

ICQ Section:
06-Audit (2 CFR 200.500)

Conditions:
Requires desk review of the status of implementation of corrective actions;

Risk Explanation:
Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.

How to Fix:
Completion of corrective action plan implementation.

Timeframe:
When corrective action is complete.

END OF PROGRAM: JUVENILE JUSTICE YOUTH SERVING PROGRAM

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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
ADDITIONAL CERTIFICATIONS

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

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

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

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

ARTICLE XXVIII
ADDITIONAL TERMS

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

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

28.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award’s successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee’s authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.
Grant Funds Recovery. The provisions of 89 Ill. Adm. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

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

Gifts. In addition to the Gift ban described in Paragraph 26.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

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

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

ARTICLE XXIX
MONITORING AND INFORMATION

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

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

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

ARTICLE XXX
WORK PRODUCT

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

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

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

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

ARTICLE XXXI
POST-TERMINATION/NON-RENEWAL

31.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:
(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

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

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

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

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

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

33.2 Program Attachment. The related Program Attachment, if applicable, is R. It can be found via the following DHS website: http://www.dhs.state.il.us/page.aspx?item=29741 and is hereby incorporated into this Agreement.
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE
Agreement Numbers: FCSXR04985

Grantee: DUPAGE COUNTY PROBATION AND COURT SERVICES - EIGHT IN

Data Universal Number System (DUNS) Number: 135836026
FEIN: 366006551

Catalog of State Financial Assistance (CSFA) Number: 444-80-1270

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

Section A: State of Illinois Funds

<table>
<thead>
<tr>
<th>Revenue Category</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Illinois Requested</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>Budget Expenditure Categories</td>
<td></td>
</tr>
<tr>
<td>1. Personnel (200.430)</td>
<td>N/A</td>
</tr>
<tr>
<td>2. Fringe Benefits (200.431)</td>
<td>N/A</td>
</tr>
<tr>
<td>3. Travel (200.474)</td>
<td>N/A</td>
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<tr>
<td>4. Equipment (200.439)</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>5. Supplies (200.94)</td>
<td>$27,400.00</td>
</tr>
<tr>
<td>6. Contractual Services/Subawards (200.318 and 200.92)</td>
<td>$21,600.00</td>
</tr>
<tr>
<td>7. Consultant (200.459)</td>
<td>N/A</td>
</tr>
<tr>
<td>8. Construction</td>
<td>N/A</td>
</tr>
<tr>
<td>9. Occupancy - Rent and Utilities (200.465)</td>
<td>N/A</td>
</tr>
<tr>
<td>10. Research and Development (R &amp; D) (200.87)</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td>N/A</td>
</tr>
<tr>
<td>12. Training and Education (200.472)</td>
<td>N/A</td>
</tr>
<tr>
<td>13. Direct Administrative Costs (200.413)</td>
<td>N/A</td>
</tr>
<tr>
<td>14. Other or Miscellaneous Costs</td>
<td>N/A</td>
</tr>
<tr>
<td>15. Grant Exclusive Line Item(s)</td>
<td>N/A</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15) (200.413)</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>17. Indirect Cost (200.414)</td>
<td>N/A</td>
</tr>
<tr>
<td>Rate %: N/A</td>
<td></td>
</tr>
<tr>
<td>Base: N/A</td>
<td></td>
</tr>
<tr>
<td>18. Total Costs State Grant Funds</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>Lines 16 and 17</td>
<td></td>
</tr>
<tr>
<td><strong>MUST EQUAL REVENUE TOTALS ABOVE</strong></td>
<td></td>
</tr>
</tbody>
</table>

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2018.06.25.14.28.02 127
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. FCSXR04985

State Agency: Illinois Department of Human Services
Grantee: DUPAGE COUNTY PROBATION AND COURT SERVICES - EIGHTH JUVENILE COURT

Data Universal Number System (DUNS) Number: 135836026
Catalog of State Financial Assistance (CSFA) Number: 444-80-1270
Catalog of Federal Domestic Assistance (CFDA) Number: N/A

Non-Competitive Federally Funded Opportunity (NOFO) Number: 19-444-80-1270-02
FEIN: 366006551
CSFA Short Description: Juvenile Justice Youth Serving
CFDA Short Description: N/A

Section B: Non-State of Illinois Funds

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Match Requirement %: N/A</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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</tr>
<tr>
<td>Indirect Cost (200.414)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Rate %: N/A

Base: N/A

18. Total Costs Non-State Grant Funds
Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2018.06.25.14.28.02 127
**Budget Narrative Summary**

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

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Non-State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>3. Travel</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>$1,000.00</td>
<td>N/A</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>6. Contractual Services</td>
<td>$27,400.00</td>
<td>N/A</td>
<td>$27,400.00</td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td>$21,600.00</td>
<td>N/A</td>
<td>$21,600.00</td>
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<td>8. Construction</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
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<td>N/A</td>
<td>N/A</td>
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<tr>
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<td>$15,000.00</td>
<td>N/A</td>
<td>$15,000.00</td>
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<tr>
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<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
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<td>N/A</td>
<td>N/A</td>
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<tr>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>14. Other or Miscellaneous Costs</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>15. GRANT EXCLUSIVE LINE ITEM(S)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>$65,000.00</td>
<td>N/A</td>
<td>$65,000.00</td>
</tr>
<tr>
<td>17. Indirect Cost</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**State Request:** $65,000.00  
**Non-State Amount:** N/A  
**TOTAL PROJECT COSTS:** $65,000.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2018.06.25.14.28.02 127
Resolution
FI-R-0246-18

ACCEPTANCE AND APPROPRIATION OF THE
ILDCFS CHILDREN’S ADVOCACY CENTER GRANT PY19
GRANT AGREEMENT NO. 1351299019
COMPANY 5000 - AGENCY 6580
$64,180

(Under the administrative direction of the
DuPage County State’s Attorney’s Office)

WHEREAS, the County of DuPage, through the DuPage County State’s Attorney’s Office, has been notified by the Illinois Department of Children and Family Services that grant funds in the amount of $64,180 (SIXTY-FOUR THOUSAND, ONE HUNDRED EIGHTY AND NO/100 DOLLARS) are available for continuing the ILDCFS Children’s Advocacy Center program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Grant Agreement No. 1351299019 with the Illinois Department of Children and Family Services, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the term of the agreement is from July 1, 2018 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 Grant Agreement No. 1351299019 (Attachment II) between DuPage County and the Illinois Department of Children and Family Services 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 $64,180 (SIXTY-FOUR THOUSAND, ONE HUNDRED EIGHTY AND NO/100 DOLLARS) be made to establish the ILDCFS Children’s Advocacy Center Grant PY18, Company 5000 - Accounting Unit 6580, for the period July 1, 2018 through June 30, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County State’s Attorney is authorized to execute and sign Grant Agreement No. 1351299019 and represent DuPage County as the “Vendor” as stated in said Contract; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and headcount; and
Resolution
FI-R-0246-18

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

Enacted and approved this 17th day of July, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
ILDCFS CHILDREN’S ADVOCACY CENTER GRANT PY19
GRANT AGREEMENT NO. 1351299019
COMPANY 5000 – ACCOUNTING UNIT 6580
$64,180

REVENUE

41000-0002 – Federal Operating Grant – HHS $7,702
41400-0004 – State Operating Grant – IDCFS $56,478

TOTAL ANTICIPATED REVENUE $64,180

EXPENDITURES

PERSONNEL

50000 - Regular Salaries $64,180

TOTAL PERSONNEL $64,180

TOTAL ADDITIONAL APPROPRIATION $64,180
GRANT AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS)

AND

_DUPAGE COUNTY OF_

The Department of Children and Family Services (Grantor/Department), with its principal office at 406 E. Monroe Street, Springfield, IL and DUPAGE COUNTY OF_ (Grantee), with its principal office at __421 N COUNTY FARM RD WHEATON, IL 60187-3978_ and payment address (if different than principal office) at _421 N COUNTY FARM RD WHEATON, IL 60187-3978_, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois 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, Vendor certifies that _135836026_ is Vendor’s correct DUNS number, that _366006551_ is Vendor’s correct FEIN or Social Security Number, and that Vendor has an active State registration and SAM registration. Vendor is doing business as a (check):

☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Corporation (includes Not For Profit)
☐ Medical Corporation
☐ Governmental Unit
☐ Estate or Trust
☐ Pharmacy-on 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. Pricing (check one) ☐ shall not exceed or ☒ is estimated to be $64,180.00__, of which $___TBD______ are federal funds. Vendor agrees to accept Department’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 ___ TBD____, the Federal awarding agency is ___ TBD____, and the Federal Award date is __TBD____. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is ___*____ and Number is ___*_____. The Catalog of State Financial Assistance (CSFA) Number is ___*____. The State Award Identification Number is ________*____________. * * Available on the GATA website at http://www.illinois.gov/sites/gata/Pages/default.aspx.
1.4. **Term.** This Agreement shall be effective on _7/1/2018_ and shall expire on _6/30/2019_, 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.

Department of Children and Family Services

By: ____________________________________
Signature of Beverly J. Walker, Acting Director

By: ____________________________________
Signature of Designee

Date: ________________________________
Printed Name: Royce Kirkpatrick
Printed Title: Deputy Director

DUPAGE COUNTY OF

By: ____________________________________
Signature of Authorized Representative

Date: ________________________________
Printed Name: Robert B. Berlin
Printed Title: DuPage County State’s Attorney
E-mail: pat.dempsey@dupageco.org

If this Agreement is in the amount of $250,000 or more in a fiscal year, or order against a master contract in the amount of $250,000 or more in a fiscal year, this Agreement shall not be binding and enforceable until it is also approved and signed in writing by the Chief Legal Counsel and the Chief Fiscal Officer of the Department in accordance with 30 ILCS 105/9.02.

By: N/A________________
Signature of Chief Legal Counsel, if Applicable
Date: ________________________________
Printed Name: Shawn Eddings
Printed Title: Chief Legal Counsel

By: N/A________________
Signature of Chief Fiscal Officer, if Applicable
Date: ________________________________
Printed Name: Matthew Grady III
Printed Title: Chief Fiscal Officer
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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


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

ARTICLE III
DEFINITIONS

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


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

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

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

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

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

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

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

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

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

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

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code Part 7000.
“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

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

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

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

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

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

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

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

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

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

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

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

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

ARTICLE IV
PAYMENT

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

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4. Payments to Third Parties. Grantee agrees to hold harmless Grantor 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 if it is in possession of
information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6. **Interest.**

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

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

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; See also 30 ILCS 705/10.

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

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

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

**ARTICLE V**

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

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

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

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

**ARTICLE VI**

**BUDGET**

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

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

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

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

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

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

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

   (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and Appendix V to Part 200 governs State/Local Governmentwide Central Service Cost Allocation Plans.

A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

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

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

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

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


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

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. 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 7.7).

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

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

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.
(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

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

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

7.9. **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 7.8.

7.10. **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).

7.11. **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, its officers, and directors 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 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

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

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

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other 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.
9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over $10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

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

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

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


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

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

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

**ARTICLE XI**

**LOBBYING**

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
11.2. **Federal Form LLL.** If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

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

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

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

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

**ARTICLE XII**

**MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

12.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

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

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

13.2. Close-out Reports.

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

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

13.3. Consolidated Year-End Financial Reports.

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

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

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of:

(a) 9 months after the Grantee’s fiscal year ending on or after June 30, or
(b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

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

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

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

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

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

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

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

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


ARTICLE XV
AUDIT REQUIREMENTS

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

15.2. Entities That Are Not “For-Profit”.

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

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

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

(i) If, during its fiscal year, Grantee expends $300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee’s risk profile.
15.3. “For-Profit” Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards) and State Awards, singularly or in any combination, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The audit and reporting package (including data collection form and management letters) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards and State Awards combined, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(iii), above.

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


ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

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

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

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

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days’ written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days’ written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.
16.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee’s failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

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

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

16.5. **Effects of Suspension and Termination.**

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

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

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or 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, senior management 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 Grantee’s ability to perform under this Agreement.

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

**ARTICLE XIX**

**STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

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

**ARTICLE XX**

**AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI**

**CONFLICT OF INTEREST**

21.1. **Required Disclosures.** Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

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: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) 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).

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

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

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

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

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV
INSURANCE

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 AND INDEMNIFICATION

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

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

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 Grantor to assert any right or remedy hereunder will act as a waiver of right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8. **Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.
26.9. **Compliance with Law.** This Agreement and Grantee’s obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

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

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

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

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

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

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

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

26.17. **Attorney Fees and Costs.** 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

See Part Three – The Project-Specific Terms/Program Plan for the requirements of this Agreement, including, but not limited to Sections:

Section 1.4 Brief Descriptions of Services under DCFS Agreement

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EXHIBIT B

DELIVERABLES OR MILESTONES

Are as stated in Part Three – The Project-Specific Terms/Program Plan/Scope of Services.

Vendor shall not perform services, provide supplies or incur expenses in an amount exceeding the amount shown Exhibit C and stated in the Pricing/Rate Schedule in Exhibit C, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Grantee performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the Agreement by Grantee.

Grantee shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Grantee received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of the Agreement if the Grantee shifts any such work outside the United States.

- Complete Address of Location where services will be performed:
  422 N. County Farm Road, Wheaton, IL 60187
  Value of services performed at this location: 100%

- Complete Address of Location where services will be performed:

  Value of services performed at this location: ________________

See Part Three – The Project-Specific Terms/Program Plan for the requirements of this Agreement, including, but not limited to Sections:

- Section 1.5 Geographical Service Areas
- Section 1.6 DCFS Clients
- Section 1.7 Agency Clients
- Section 1.8 Average Length of Services
- Section 1.9 Definitions
- Section 2.0 Target Population
- Section 3.0 Referral and Admission Procedures
- Section 5.0 Service Parameters
- Section 5.2 Description of Services
- Section 7.0 Discharge Policy/Conclusion of Services/After Care
EXHIBIT C

PAYMENT

The Amount of the Agreement is as stated in Part 1, Section 1.2

Format of Pricing. The State will compensate Grantee for the initial term as follows:

-When applicable, the Department will pay per the payment rates listed on the “Pricing/Rate Schedule” which is inserted following Exhibit C.

Type of Pricing. The Illinois Office of the Comptroller requires the State to indicate whether the Agreement value is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this Agreement is as stated in Part 1 Section 1.2.

For payment, the Grantee shall submit to the Department invoice vouchers or reporting forms, as required by the Department, on a monthly basis, unless otherwise agreed. Such invoices or reporting forms shall be submitted within 30 days after the end of each month (unless otherwise stipulated in this Agreement) in which services are provided and shall include information to support the claim for payments, as may be requested by the Department.

Send invoices to: __Person identified as Program Monitor__.

See Part Three – The Project-Specific Terms/Program Plan for the requirements of this Agreement, including, but not limited to Sections:

10.0 Billing and Payment Procedures

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### EXHIBIT C (cont)

**PAYMENT**

**RATE SCHEDULE**

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EXHIBIT C (cont)
PAYMENT

Multi-Year Reference # _N/A___

**MULTIYEAR SCHEDULE**

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<th>ESTIMATED AMOUNT*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current</td>
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<tr>
<td>Year 2</td>
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<td>Year 3</td>
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<td>Year 9</td>
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<td>Year 10</td>
<td></td>
</tr>
</tbody>
</table>

* A multiyear Agreement does not imply a written commitment or obligation by the Department to provide an Agreement at the stated estimated amounts, and all multiyear Agreements are subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of this Agreement.

Further, the Department may terminate this Agreement at the end of the fiscal year, with a 30 day notice, by letter of acknowledgement due to lack of utilization.

This statement does not supersede the termination clause in Part 1 or Part 2 of the Agreement, but is in addition to.
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.

<table>
<thead>
<tr>
<th>GRANTOR CONTACT</th>
<th>GRANTEE CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Royce Kirkpatrick</td>
<td>Name: Patrick Dempsey</td>
</tr>
<tr>
<td>Deputy Title: Deputy Director of Contract Administration</td>
<td>Title: Director, DuPage County Children's Center</td>
</tr>
<tr>
<td>Address: 406 E. Monroe Street, Springfield, IL</td>
<td>Address: 422 N. County Farm Road, Wheaton, IL 60187</td>
</tr>
<tr>
<td>Phone: (217)785-3930</td>
<td>Phone: 630-407-2750</td>
</tr>
<tr>
<td>TTY#:</td>
<td>TTY #: 630-407-2751</td>
</tr>
<tr>
<td>Fax#: (217)782-3796</td>
<td>Fax #:</td>
</tr>
<tr>
<td>E-mail Address: <a href="mailto:royce.kirkpatrick@illinois.gov">royce.kirkpatrick@illinois.gov</a></td>
<td>E-mail Address: <a href="mailto:pat.dempsey@dupageco.org">pat.dempsey@dupageco.org</a></td>
</tr>
</tbody>
</table>

Additional Information: robin.bolton@dupageco.org
EXHIBIT E

PERFORMANCE MEASURES

See Part Three – The Project-Specific Terms/Program Plan for the requirements of this Agreement, including, but not limited to Sections:

5.3 Outcomes and metrics
6.0 Treatment Goals/Service plans

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

PERFORMANCE STANDARDS

Services are to promote permanency by maintaining, strengthening and safeguarding the functioning of families to:

1. Prevent substitute care placement;
2. Promote family reunification;
3. Stabilize foster care placements;
4. Facilitate youth development; and
5. Ensure the safety, permanency, and wellbeing of children.

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EXHIBIT G

SPECIFIC CONDITIONS

See Part Three – The Project-Specific Terms/Program Plan for the requirements of this Agreement, including, but not limited to Sections:

4.0 Program Staff

5.0 Service Parameters

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee.

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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 I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. Under penalties of perjury, Grantee certifies that 9805000 is Grantee’s correct Department of Human Rights number (DHR#).

1.2. The Department will notify your agency under separate cover of sub-recipient and federal dollars paid by program description and CFDA number. The notification will be for each twelve month period ending June 30th.

1.3. Term of this Agreement. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

1.3.1. In no event will the total term of the Agreement, including the initial term, any renewal terms and any extensions, exceed 10 years.

1.3.2. Grantee shall not commence billable work in furtherance of the Agreement prior to final execution of the Agreement except where permitted pursuant to either 30 ILCS 500/1-10 or 30 ILCS 500/20-80.

1.4. Renewal.

1.4.1. Subject to the maximum total term as identified above, the Grantor has the option to renew this Agreement. Any renewal is subject to the same terms and conditions as the original Agreement unless otherwise provided in the pricing section and Pricing/Rate Schedule. The Grantor may renew this Agreement for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The Agreement may neither renew automatically nor renew solely at the Grantee’s option.

1.4.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the Pricing/Rate Schedule in the pricing section of this Agreement. The Department reserves the right to modify the contract amount, unless otherwise noted, based on prior year expenditures or projected utilization.

1.4.3. The Grantor reserves the right to renew this Agreement in any one of the following manners:

1.4.3.1. One renewal covering the entire renewal allowance;

1.4.3.2. Individual one-year renewals up to and including the entire renewal allowance; or

1.4.3.3. Any combination of full or partial year renewals up to and including the entire renewal allowance.

ARTICLE II
REQUIRED REPRESENTATIONS

THIS SECTION IS INTENTIONALLY LEFT BLANK
ARTICLE III
DEFINITIONS

THIS SECTION IS INTENTIONALLY LEFT BLANK

ARTICLE IV
PAYMENT

4.1 Surety Bond. The Department’s Director may authorize advance disbursements for any new program initiative to any Grantee contracting with the Department. As a prerequisite for an advance disbursement, the Grantee must post a surety bond in the amount of the advance disbursement and have a purchase of service contract approved by the Department. (20 ILCS 505/5) (from Ch. 23, par. 5005) Bond must be submitted within 10 days of the effective date of the contract. The bond must be from a surety licensed to do business in Illinois by the Illinois Department of Insurance or other applicable regulatory entity. An irrevocable letter of credit from an Illinois financial institution in good standing is an acceptable substitute. The form of surety must be acceptable to the Department.

4.2 Billing. The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification. The Grantee waives the right to full payment if vouchers, reporting forms or required supporting information are submitted later than 30 days after the end of the fiscal year or more than 30 days following the expiration or termination of the Agreement, whichever is first. The Grantee agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Supplies and/or Services Required. Services delivered by the Grantee shall comply with all Department of Children and Family Services laws, rules, regulations, procedures, protocols, and policy guides (available for viewing on the DCFS website at www.state.il.us/dcps), all of which are hereby incorporated by reference and made a part of this Agreement. The contractual service requirements are identified in the Project Description/Deliverables, which are attached hereto and incorporated herein as Exhibits A and B.

5.2 Grantees are expressly prohibited from charging Department clients and the public for services encompassed by the Grant Agreement and materials that arise out of the performance of the Agreement.

5.3 Grantee/Staff Specifications. Any staff specifications are detailed in Part Three – The Project-Specific Terms/Program Plan, Project Description/Deliverables, which are attached hereto and incorporated herein.

5.4 The Grantee shall comply with Department employment requirements in effect during the Agreement Term.

ARTICLE VI
BUDGET

6.1 The Department retains the right to amend Budgets, Program Plans, and Agreements based on its operational needs after notifying the Grantee of the changes.
ARTICLE VII
ALLOWABLE COSTS

7.1 Allowable Expenses. Unless otherwise agreed upon and stated in the Project Description/Deliverables, this Agreement does not allow for reimbursement of any expense incurred by Grantee, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. If allowed under the Project Description/Deliverables, any approved travel expenses shall be reimbursed at rates not to exceed the Travel Regulation Council and Governor’s Travel Control Board rules.

7.2 Taxes. Pricing shall not include and Grantee shall not bill for any taxes unless accompanied by proof the Grantor is subject to the tax. If necessary, Grantee may request the applicable agency’s Illinois tax exemption number and federal tax exemption information.

7.3 Reimbursement of administrative costs other than inspection and monitoring for purposes of issuing licenses may not exceed 20% of the costs of other services. (20 ILCS 505/5a.)

ARTICLE VIII
REQUIRED CERTIFICATIONS


Grantee acknowledges and agrees that compliance with this subsection and subsection 8.1 of Article VIII of Part 1 to the extent that the certifications apply to Grantee for the term of the Agreement and any renewals is a material requirement and condition of this Agreement. By executing this Agreement Grantee certifies compliance with this subsection and subsection 8.1 of Article VIII of Part 1 to the extent that the certifications apply to Grantee, and is under a continuing obligation to remain in compliance and report any non-compliance.

This section and section 8.1 of Article VIII of Part 1, apply to subcontractors and sub-grantees used on this Agreement. Grantee shall include the language of Article VIII from Part 1 and Part 2 of this Agreement in any subcontract or sub-grant used in the performance of the Agreement. Subcontracts/Sub-Grants totaling $50,000 or more shall use the Subcontract/Sub-Grant Agreement and Subcontractor/Sub-Grant Standard Certifications and Financial Disclosures and Conflicts of Interest (Form CFS 968-SUB, Rev. 5/2018) completed and signed by the subcontractor/sub-grantee. If this Agreement extends over multiple fiscal years, including the initial term and all renewals, Grantee and its subcontractors/sub-grantees shall confirm compliance with these sections in the manner and format determined by the Grantor by the date specified by the Grantor and in no event later than July 1 of each year that this Agreement remains in effect.

As part of each certification, Grantee acknowledges and agrees that should Grantee or its subcontractors/sub-grantees provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the Agreement amount may be reduced,
- the Agreement may be void by operation of law,
- the State may void the Agreement, in whole or in part, and
- the Grantee and it subcontractors/sub-grantees may be subject to one or more of the following: suspension, debarment, denial of payment, civil and/or criminal prosecution, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.
8.1 Grantee certifies it and its employees and subcontractors/sub-grantees will comply with applicable Department rules including Part 307, Indian Child Welfare Services which defines the special rights of American Indians; the U.S. Constitution; the 1970 Illinois Constitution. All providers with whom the Department contracts must submit Exhibit I assuring that they do not discriminate in their employment and service delivery practices, including semi-annual updates.

8.2 Grantee certifies it complies with the Illinois Religious Freedom Protection and Civil Union Act and all state laws and rules applicable to civil unions and which prohibit discrimination, and will provide persons entering into a civil union, the legal relationship between two persons of either the same or opposite sex established pursuant to the Illinois Religious Freedom Protection and Civil Union Act, with the same obligations, responsibilities, protections, and benefits afforded or recognized by the law of Illinois to spouses. 750 ILCS 75/1 et seq.

8.3 To the extent there was a current Vendor providing the services covered by this Agreement and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Grantee certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.

8.4 Grantee certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).

8.5 Grantee certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Grantee or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.


8.7 Grantee, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies that he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

8.8 If Grantee has been convicted of a felony, Grantee certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.

8.9 Grantee certifies that it is not in violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, or any violation has been mitigated. 30 ILCS 500/50-14.5, 410 ILCS 45.

8.10 Grantee certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this Agreement comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

8.11 Grantee certifies that the funds awarded and payments made pursuant to this Agreement shall be used only for the specific purposes authorized in, and shall meet all the requirements of, the approved Agreement, Budget, and Program Plan/Scope of Services.
8.12 Grantee certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Grantee will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Grantee certifies as applicable:

- Grantee is not required to register as a business entity with the State Board of Elections.
- or
- Grantee has registered with and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Grantee acknowledges a continuing duty to update the registration as required by the Act.

8.13 Disclosure of Business Operations With Iran.

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company’s revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company’s revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran’s ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

- There are no business operations that must be disclosed to comply with the above cited law.
- The following business operations are disclosed to comply with the above cited law:

   ARTICLE IX
   CRIMINAL DISCLOSURE
   THIS SECTION IS INTENTIONALLY LEFT BLANK

   ARTICLE X
   UNLAWFUL DISCRIMINATION

10.1 All children and youth shall be treated in a manner consistent with the Department’s non-discrimination guidelines as outlined in the Department’s rules and procedures, including but not limited to Appendix K, Support and Well-Being of Lesbian, Gay, Bisexual, Transgender and Questioning Youth to Procedure 302, Services Delivered by the Department.
ARTICLE XI
LOBBYING
THIS SECTION IS INTENTIONALLY LEFT BLANK

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 The Grantee shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Agreement. Except in emergency situations, the Grantor will attempt to notify the Grantee at least five (5) days prior to a review of financial and programmatic records relating to this Agreement. The Grantee shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Agreement.

12.2 If the Grantee Agency is licensed by the Department, they shall also submit a Licensed Child Welfare Agency Management Self Reporting Form, in compliance with Department Rule 401, Licensing Standards for Child Welfare Agencies, Appendix C (89 Ill. Admin. Code 401).

12.3 Department Rule 401.270 Records Retention (89 Ill. Admin. Code 401.270) requires the Grantee to maintain general, personnel and licensing records available for inspection by authorized persons from the Department for at least five (5) years due to federal claiming regulations.

12.4 All Department Grant recipients are required to identify their staff responsible for contract monitoring and require that they attend trainings provided by the Department on the Grant requirements and Department rules and procedures. The trainings will be required annually and within three months of the Grant recipient’s employees’ assumption of Grant monitoring responsibilities.

12.5 Source Documentation. The Grantee shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Agreement and consistent with generally accepted business practices.

12.6 The Contractor shall submit an electronic copy of its audit and all attachments via the Central Repository Vault (CRV). Requests for extensions should be sent to the Department of Children and Family Services, Office of Planning and Budget, 406 East Monroe, Station 440, Springfield, IL 62701 on or before the due date of the required report.

12.7 Written requests for waivers should be submitted to the Deputy Director, Office of Budget and Finance, 15115 S Dixie Highway, Harvey IL 60426, before the due date of the required report and shall specify the reason/s for the request.

12.8 The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice when the Department has reason to believe that advance notice could jeopardize its investigation. The Grantee further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data. In cooperation with the OIG, the Grantee agrees to the following:

1) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.

2) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.

3) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.

4) To allow and encourage employees to speak to the OIG regarding pending investigations.
ARTICLE XIII

FINANCIAL REPORTING REQUIREMENTS

13.1 Grantees required to submit an audit in accordance with Part One Article XV or Part Two Article XV shall complete the Checklist & Interrogatory for Financial and Statistical Reporting contained in Exhibit I. Grantees that meet the requirements outlined in Exhibit I shall also submit a Consolidated Grant Financial Report (CGFR).

13.2 Cost reports and/or certified independent audit reports shall constitute the basis for fiscal closeout of the Agreement. Excess revenue is the amount of purchase of service fees and governmental grant funding that exceeds total costs, less:

I. Disallowable costs as listed in 89 Ill. Adm. Code 356.60 (Disallowable Cost and Reduced Reimbursement);

II. Fringe benefit costs, as defined in 89 Ill. Adm. Code 356.20 (Definitions), that exceed 25% of salaries and wages; and

III. Administrative costs that exceed 20% of all other allowable costs.

13.3 Regarding any questions arising from the Department’s determinations of required repayments of excess revenue, the Grantee shall have the right to an administrative hearing as provided by 89 IL Admin. Code 434.10 Administrative Hearing of Draft Audit Findings and Recommendations.

13.4 Non-substitute care programs funded through quarterly or monthly payments based on approved budgeted costs, or programs as determined by the Director or his/her designee, are subject to an annual close-out process consisting of (1) line item review and (2) audited cost review as follows:

1) Line Item Review of Unaudited Costs and Revenues

   The Department may seek to recover DCFS provided funds that exceed the actual costs incurred. The analysis will be conducted by budget line item, comparing the approved budget amounts by line to actual spending.

   The Department recognizes a reasonable variance in spending from the approved budget may occur. In determining the reasonableness of the variation, the Department will apply the following criteria:

   • Spending in a line item that varies more than 10% and more than $1000 from the approved budget amount is subject to recovery by the Department. For line items where no amount is budgeted, the maximum variation is $1000.

   • The cost listed in Section 13.1 I, II, and III above are not reimbursable by the Department and may be subject to 2 CFR 200.410 for the collection of unallowable costs.

As the Agreement year progresses, should it appear spending may vary by line outside of the parameters provided above, the Grantee agency should contact the Grant manager to discuss the variation with the possible outcome being an amendment to the budget. Approval of the budget amendment is at the sole discretion of the Department. Absent an executed amendment, the original budget filed with the contract remains the authorized budget of record showing approved expenditures by line item. Amendments to the Agreement, including budget changes, must be approved and incorporated into the Agreement prior to the Agreement termination date. The Grantee agency must sufficiently plan so that an amended budget can be approved and incorporated into the Agreement prior to the Agreement termination date. Contact the DCFS Grant Manager for deadlines to submit a budget amendment.
2) Audited Cost Review

The Department will recover DCFS provided funds per Section 13.1 above. The criteria listed above for the line item comparison does not apply to the analysis comparing the approved reimbursable budget to the reported reimbursable costs. Audited financial statement and the Consolidated Financial Report (CFR), if required by 89 Ill. Admin. Code 357 and 356.40, will be used to verify the accuracy of the previously submitted cost reports. Differences between the audited financial statements and the previously submitted cost reports may result in additional recovery of Department funds.

13.5 When all of the Agreements with one Grantee, expire or terminate prior to the end of a fiscal year, the revenue and expense sections of the Department’s cost report shall be submitted with an opinion from a certified public accountant within 30 days after expiration or termination. The Department shall issue a determination of excess revenue using the opined revenue and expenses. No later than 15 days after notification, the Grantee shall return by check(s) (with Department contract numbers identified on all checks and/or correspondence) any excess revenue due.

13.6 All checks shall be made payable to:

Treasurer, State of Illinois  
c/o Illinois Department of Children & Family Services  
406 East Monroe Street, Station #412  
Springfield, IL 62701

ARTICLE XIV  
PERFORMANCE REPORTING REQUIREMENTS

14.1 Performance Record / Suspension. Upon request of the Grantor, Grantee shall meet to discuss performance or provide program performance updates to help ensure proper performance of the Agreement. The Grantor may consider Grantee’s performance under this Agreement and compliance with law and rule to determine whether to continue the Agreement, suspend Grantee from doing future business with the State for a specified period of time, or to determine whether Grantee can be considered responsible on specific future grant/contract opportunities. The Department also reserves the right, within its sole discretion, to reduce or suspend service referrals to Grantee or to reduce program amounts based on operational and/or programmatic needs.

14.2 On a quarterly basis, the Grantee will provide the Department Grant Administrator with a grant program activities report describing and verifying the activities identified in Part Three – The Project-Specific Terms/Program Plan/Scope of Services and Grant Budget.

14.3 The program activities report will also include a summarization of the Grantee’s assessment of the impact and effectiveness of the Grant project.

ARTICLE XV  
AUDIT REQUIREMENTS

15.1 Financial Statement Audit. If Vendor expends less than $750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in Section 15.2 of Article XV of Part I, but receives between $150,000 and $300,000 in Federal and State Grant Awards combined, excluding any Fixed Rate Grant Agreement Awards, Vendor must have an Agreed-Upon Procedures (AUP) audit conducted in accordance with Generally Accepted Auditing Standards (GAGAS).

15.2 For Profit Entities. A For-Profit entity that expends less than $750,000 in Federal Awards during its fiscal year, but receives between $150,000 and $300,000 in Federal and State Grant Awards combined, excluding any Fixed Rate Grant Agreement Awards, must have an Agreed-Upon Procedures (AUP) audit conducted in accordance with Generally Accepted Auditing Standards (GAGAS).
15.3 The Department may request, at its sole discretion, certified agency-wide or limited-scope audits from any purchase of service providers (including day care providers and government entities) to ensure compliance with Federal, State and Department requirements. All governmental entities audited by the Illinois Auditor General will submit those audits to the Department within 60 days after completion.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination for Cause. The Grantor may terminate this Agreement, in whole or in part, immediately upon notice to the Grantee if: (a) the Grantor determines that the actions or inactions of the Grantee, its agents, employees or subcontractors/sub-grantees have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Grantee has notified the Grantor that it is unable to perform the Agreement.

If Grantee fails to perform to the Grantor’s satisfaction any material requirement of this Agreement, is in violation or breach of a material provision of this Agreement, including the Program Plan/Scope of Services and any Supplemental Terms and Provisions, or the Grantor determines that the Grantee lacks the financial resources to perform the Agreement, the Grantor shall provide written notice to the Grantee to cure the problem identified within the period of time specified in the Grantor’s written notice. If not cured by that date the Grantor may either: (a) immediately terminate the Agreement, in whole or in part, without additional written notice, or (b) enforce the terms and conditions of the Agreement.

16.2 Grantor’s Compensation upon Termination. Should Grantee breach this Agreement and not cure any breach susceptible of being cured within the time specified by the Grantor, or for termination due to any of the reasons stated above, the Grantor retains its rights to seek any available legal or equitable remedies, including but not limited to monetary damages and reasonable attorney fees and costs.

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1 Subcontracts/Sub-Grants. If subcontractors/sub-grantees will be utilized, Grantee must identify below or in an attachment the names and addresses of all subcontractors/sub-grantees it will be entering into a contractual agreement with in the performance of this Agreement, together with a description of the work to be performed by the subcontractor/sub-grantee and the anticipated amount of money, to the extent the information is known, that each subcontractor/sub-grantee is expected to receive pursuant to this Agreement. Grantee shall provide a copy of any subcontracts/sub-grants totaling $50,000 or more to the Department’s Office of Contract Administration. Subcontracts/Sub-Grants under $50,000 shall complete pages 1 – 4 of the Subcontract/Sub-Grant Agreement (Form CFS 968-SUB, Rev. 5/2018) which shall be provided to the Department’s Office of Contract Administration and shall make any subcontract/sub-grant available to the Department upon request. A subcontractor/sub-grantee may identify information that is deemed proprietary or confidential. All subcontracts/sub-grants must include the same certifications that Grantee must make as a condition of this Agreement. The Grantee agrees to systematically and accurately track all monies billed by its subcontractors/sub-grantees under applicable subcontracts/sub-grants. The Grantee must accurately report those services provided by subcontractors/sub-grantees and who is ultimately receiving State or federal funds, in order to prevent conflicts of interest and possible financial improprieties.
Will subcontractors be utilized? □ Yes □ No

Will sub-grantees be utilized? □ Yes □ No

• Subcontractor Name: ______________________________________________________

Amount to be paid: $_______________________

Address: ________________________________________________________________

Description of work: _______________________________________________________

• Sub-Grantee Name: ______________________________________________________

Amount to be paid: $_______________________

Address: ________________________________________________________________

Description of work: _______________________________________________________

All subcontracts/sub-grants totaling $50,000 or more must use the Subcontract/Sub-Grant Agreement and must complete the Standard Certifications and Disclosures and Conflicts of Interests (CFS 968-SUB, Rev. 5/2018) completed and signed by the subcontractor/sub-grantee. Subcontracts/Sub-grants totaling less than $50,000 need only complete pages 1 - 4 of the Subcontract/Sub-grant Agreement. If any subcontractor/sub-grantee is anticipated to receive and bill for more than 10% of the total amount to be paid to Grantee under this Agreement, then that subcontractor/sub-grantee must also submit a Budget in the same format as Grantee.

If at any time during the term of the Agreement, Grantee adds or changes any subcontractors/sub-grantees, Grantee must promptly notify, by written amendment to the Agreement, the Department’s Office of Contract Administration of the names and addresses, description of the work to be performed and the expected amount of money that each new or replaced subcontractor/sub-grantee will receive pursuant to the Agreement. Grantee shall provide a copy of any such subcontracts/sub-grants and applicable Standard Certifications and Disclosures and Conflicts of Interest. Any subcontracts/sub-grants entered into prior to award of the Agreement are done at the Grantee’s and subcontractor’s/sub-grantee’s risk.

Subcontracted/sub-granted services shall be provided pursuant to a written contract/agreement between the subcontractor/sub-grantee and the Grantee and shall comply with all provisions contained in this Agreement. The Grantee shall remain responsible and liable for the performance of any person, organization or corporation with which it contracts or otherwise enters into agreements with.

For those grants that include a subcontractor or sub-grantee, Grantee certifies that the Grantee has complied with Section 17.1 in Parts I and II of this Grant Agreement.

ARTICLE XVIII
NOTICE OF CHANGE

18.1 Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Agreement using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
18.2 Written notice of changes of name, ownership, taxpayer identification number or taxpayer certification should be provided at least 60 calendar days in advance. Such changes may require new licenses and Agreements.

18.3 All proposed revisions to the Description of Services and Grant Budget must be submitted in advance, in writing, for approval by the Department Grant Administrator. The Department Grant Administrator will provide written approvals or denials of such revisions to the Grantee.

ARTICLE XIX
REORGANIZATION AND BOARD MEMBERSHIP

19.1 Board of Directors. Grantee shall provide a list of its Board of Directors with contact information including name, address, phone number (including fax) and email.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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ARTICLE XXI
CONFLICT OF INTEREST

21.1 The Grantee will create and adopt a Conflict of Interest Policy that reflects the specifications outlined in Department Rule 437, Employee Conflict of Interest (89 Ill. Admin. Code 437).

21.2 Financial Disclosures and Conflicts of Interest. See attached Financial Disclosures and Conflicts of Interest attached hereto as pages D1 –D10 and incorporated herein.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1 All equipment the Department assigns to Grantees is owned by the Department of Children and Family Services. The use of State-owned property and equipment for personal use or private gain is strictly prohibited. Grantees assigned equipment must also properly use, maintain, secure, and store the equipment in accordance with Department Administrative Procedures 19 Property Control and 20 Electronic Mail/Internet Usage/SACWIS Search Function (available at http://dcfswebresource.dcfs.illinois.gov). Grantees shall return all assigned equipment to the Department upon request.

22.2 The Grantee is strictly prohibited from using any funds provided under this Agreement for the purchase or acquisition of real estate or other real property.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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ARTICLE XXIV
INSURANCE

24.1 Insurance. Grantee shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the Grantor as an additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days’ notice has been provided to the Grantor. Grantee shall provide: (a) General Commercial Liability in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker’s Compensation Insurance in the amount required by law. Insurance shall not limit Grantee’s obligation to indemnify, defend, or settle any claims.

ARTICLE XXV
LAWSUITS AND INDEMNIFICATION

25.1 Indemnification and Liability. Neither Party shall be liable for incidental, special, consequential or punitive damages.

25.2 The Grantee agrees to immediately notify the Department of service of summons on Grantee of an action against Grantee for any and all liability, loss, damage, cost or expenses including attorneys’ fees, arising from the acts or omissions of the Grantee and/or its employees and/or its subcontractors/sub-grantees relating to services delivered by Grantee to the Department.

ARTICLE XXVI
MISCELLANEOUS

26.1 Time is of the Essence. Time is of the essence with respect to Grantee’s performance of this Agreement. Grantee shall continue to perform its obligations while any dispute concerning the Agreement is being resolved unless otherwise directed by the Grantor.

26.2 Force Majeure. Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Agreement without penalty if performance does not resume within 30 days of the declaration.

26.3 Confidential Information. Each Party, including its agents and subcontractors/sub-grantees, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement.

26.3.1 Grantee shall presume all information received from the Grantor or to which it gains access pursuant to this Agreement is confidential. Grantee information specifically prohibited from disclosure by federal or State law or rules and regulations implementing federal or State law or covered by any other exemption in the Freedom of Information Act (FOIA) shall be exempt from disclosure. Any information not prohibited or exempt from disclosure under federal law, State law, or applicable FOIA exemption is public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is collected.
maintained, promptly at the end of the Agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidential information.

26.3.2 Except as may be required by state or federal law, regulation or order, the Grantee shall not release information concerning persons served by the Department without prior written approval of the Director of the Department, or designee.

26.3.3 The Grantee shall inform its employees and subcontractors/sub-grantees of such confidentiality obligations, as well as the penalties for violation thereof, and shall assure their compliance therewith. The Grantee acknowledges that nothing herein prevents the Grantee from sharing any confidential information with the Department for youth for whom the Department has legal responsibility, and the Grantee is required to deliver said information to the Department upon request as allowable under state or federal law.

26.4 Use and Ownership. All work performed or supplies created by Grantee under this Agreement, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the Grantor is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Grantee hereby assigns to the Grantor all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Grantee may have to such work including any so-called "moral rights" in connection with the work. Grantee acknowledges the Grantor may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Agreement.

26.4.1 Performance by the Grantee may include access to and use of documents and data which may be confidential or considered proprietary to the Department or a Department Grantee, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the Department or others.

26.4.2 Any reports, studies, publications, training manuals, participant materials, slides, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronic, magnetic or digital material and other work in whatever form shall be referred to as “the materials.” The Department shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees, or subcontractors, either individually or jointly with others, that arise out of the performance of this Agreement.

26.4.3 The Grantee shall, upon request of the Department, execute all papers and perform all other acts necessary to assist the Department to obtain and register copyrights, patents or other forms of protection provided by law for the materials.

26.4.4 The Grantee shall provide the Department with all computer source code, object code, and all other documentation necessary to understand and use such codes.

26.4.5 The Grantee, its employees and any subcontractors, shall not copyright, copy, reproduce, allow or cause to have the materials copied, reproduced or used for any purpose other than performance of the Grantee’s obligations under this Agreement without the prior written consent of the Department’s Director.

26.4.6 Upon expiration or termination of this Agreement, all of the materials whether in paper, electronic or other forms shall be, at the option of the Department, delivered to the Department by the Grantee.
26.4.7 The Department, in its sole discretion, has the right to limit or restrict access to its data and materials. The Department also has the right to limit or restrict individuals who work on specific Department projects.

26.5 Solicitation and Employment. Grantee shall not employ any person employed by the Grantor during the term of this Agreement to perform any work under this Agreement. Grantee shall give notice immediately to the Agency’s director if Grantee solicits or intends to solicit Grantor employees to perform any work under this Agreement.

26.6 Compliance with the Law. Grantee shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Grantee shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement.

26.7 Schedule of Work. Any work performed on Grantor’s premises shall be done during the hours designated by the Grantor and performed in a manner that does not interfere with the Grantor and its personnel.

26.8 Background Check. Whenever the Grantor deems it reasonably necessary for security reasons, the Grantor may conduct, at its expense, criminal and driver history background checks of Grantee’s and subcontractor’s/sub-grantee’s officers, employees or agents. Grantee or subcontractor/sub-grantee shall reassign immediately any such individual who, in the opinion of the Grantor, does not pass the background check.

26.8.1 The Grantee certifies that a criminal history check via fingerprints of persons age 18 and over, a check of the Child Abuse and Neglect Tracking System and other state child protection systems, as appropriate, drug testing in accordance with Department Administrative Procedure 24 Drug Testing of Employment Applicants, and a check of the Illinois Sex Offender Registry have been conducted for each employee, operator, others in family home, individual used to replace or supplement staff, service provider for the Department who has access to children, work study student, contractual staff, volunteers and parents, all as set forth in Department rules, regulations, procedures, and protocols. The Grantee further acknowledges that the Department may declare the Agreement void if this certification is false.

26.8.2 The authorization required by the Department’s background check screening process identified in Paragraph 4.14 a) above shall be on forms prescribed by the Department and comply with Department Rule 385 Background Checks (89 Ill. Admin. Code 385). A Grantee's failure to comply with the background check screening requirements shall constitute grounds for immediate Agreement termination and the Grantor's reimbursement of costs and expenses to the Department for all background check screenings authorized by the Grantee for applicants who are not persons subject to background checks as defined in Department Rule 385.20. "Persons subject to background checks" means:

- the operators of the child care facility;
- all current and conditional employees of the child care facility;
- any person who is used to replace or supplement staff
- any person who has access to children, as defined in this Section; and
- any person who provides services that allow unsupervised access to children if the requirement for background checks is a condition of a contract or agreement or is required otherwise under 89 Ill. Admin. Code 357, Purchase of Service.

26.8.3 If the child care facility operates in a family home, the license applicants and all members of the household age 13 and over are subject to background checks, as appropriate, even if these members of the household are not usually present in the home during the hours the child care facility is in operation.

26.8.4 All persons subject to background check screening must complete the Department’s authorization forms and certify by their signature that the information provided on their authorization forms is true and accurate and acknowledge that any misrepresentation and/or omission of any material fact on the authorization forms shall render him or her ineligible to perform services pursuant to the Contractor’s Contract.
26.9 **Applicable Law.** The Grantor shall not enter into binding arbitration to resolve any Agreement dispute.

26.10 **Anti-Trust Assignment.** If Grantee does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Agreement, then upon request of the Illinois Attorney General, Grantee shall assign to the Grantor rights, title and interest in and to the claim or cause of action.

26.11 Grantees who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone # 217-524-4772) for information about tax credits.

26.12 The Grantee understands and agrees that when adoptive parents request the names of attorneys, the Grantee will refer adoptive parents to the Statewide Adoption Attorney Panel (SAAP) list that may be obtained by calling the Department Advocacy Office for Children and Families or by checking on the Department Website at www.state.il.us/dcf. The Grantee shall inform the adoptive parents that if they choose an attorney not on the SAAP, he or she will be responsible for payment of the legal fees, however the adoptive parent may be eligible for reimbursement.

26.13 **Warranties for Supplies and Services.**

26.13.1 Grantee warrants that the supplies furnished under this Agreement will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the Grantee or furnished by the Grantee and agreed to by the Grantor, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Grantee agrees to reimburse the Grantor for any losses, costs, damages or expenses, including without limitations, reasonable attorney’s fees and expenses, arising from failure of the supplies to meet such warranties.

26.13.2 Grantee shall insure that all manufacturers’ warranties are transferred to the Grantor and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State’s payment, acceptance, inspection or failure to inspect the supplies.

26.13.3 Grantee warrants that all services will be performed to meet the requirements of the Agreement in an efficient and effective manner by trained and competent personnel. Grantee shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Agreement or Program Plan/Scope of Services, who is disruptive or not respectful of others in the workplace, or who in any way violates the Agreement or State policies.
PART THREE – THE PROJECT-SPECIFIC TERMS/PROGRAM PLAN

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:

See Attached Program Plan for the requirements of this Agreement, including, but not limited to Sections:

8.0 Client and Program Reporting
9.0 Fiscal and Program Monitoring

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1.0 Provider Descriptive Information

1.1 Provider Agency Name: DuPage County State's Attorney

Address: 422 N. County Farm Road
Wheaton, IL 60187

1.2 Corporate Office Information:

Legal Entity Status: Government Entity
License Status, if applicable: N/A
Accreditation Status, if applicable: National Children's Alliance Accredited Member - January, 2017

Executive Director: Patrick Dempsey
Telephone #: (630)407-2737 FAX: (630)407-2751
Email Address: Pat.Dempsey@DuPageco.org

1.2.1 Board of Directors: See attached list

1.2.2 Subcontracts/Sub-grants:

The DuPage County State’s Attorney does not have any subcontracts that are used for services to DCFS referred children.

1.3 Brief Description of Various Services Offered by Provider:

The mission of the DuPage County State’s Attorney Office is to seek justice in each individual case. Protection of the public and the well being of the victims of crime are the concerns that guide trial practice, policy development, program implementation and the actions of the professionals working in the office.

The DuPage County Children’s Advocacy Center is a specialized unit of the The DuPage County State's Attorney’s Office. The Center is responsible for the investigation of child sexual abuse and severe physical abuse (including death) of child victims. The Center also provides services
such as crisis intervention, medical and legal advocacy, referral and linkage to counseling and any other needed follow-up services and court preparation to victims and non-offending family members. The Center receives funding through contracts with the Illinois Dept. of Human Services (DCFS), Donated Funds Initiative; the Illinois Criminal Justice Information Authority, Victims of Crime Act; and the National Children’s Alliance (through Illinois Chapter, Children’s Advocacy Centers of Illinois).

The following is a list of the Center’s current funding sources excluding the DCFS grant:

Dept. of Human Services-DFI $77,339.00
Illinois Criminal Justice Information Authority, VOCA $72,934.00
Municipal Contributions $112,800.00
DuPage County (FY18 budget) $650,631.00*

*Health Insurance, IMRF and Social Security are paid from other funds not directly attributed to the Children’s Center budget. Benefit costs are estimated at 30% of the employees’ salaries.

1.4 **Brief Description of Services Provided Under DCFS Agreement:**

*Services are to promote permanency by maintaining, strengthening and safeguarding the functioning of families to (1) prevent substitute care placement (2) promote family reunification, (3) stabilize foster care placements, (4) facilitate youth development, and (5) ensure the safety, permanency and wellbeing of children.*

The DuPage County Children’s Center investigates and provides intervention and advocacy in all cases involving allegations of sexual abuse to children and any case involving allegations of severe physical abuse as defined by DCFS. The Children’s Center conducts joint investigations (criminal investigator and DCFS child protection investigator) when applicable. Case Managers provide crisis intervention, service referral and linkage, medical and legal advocacy and other services as needed. Services will continue through court adjudication and as long as they are needed by the victims and their families.
1.5 Geographical Service Area(s):

<table>
<thead>
<tr>
<th>Accessibility</th>
<th>County of Service</th>
<th>Complete Address of Where Services Are Delivered</th>
<th>Description of Services provided at the Site, Program Contact Name, Telephone #, Fax #, &amp; e-mail address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes Handicap</td>
<td>DuPage</td>
<td>422 N. County Farm Rd., Wheaton, IL 60187</td>
<td>The DuPage County Children’s Advocacy Center is responsible for the investigation of child sexual abuse and severe physical abuse (including death) as well as victim and non-offending parent services. Patrick Dempsey, Executive Director (630)407-2737 FAX (630)407-2751 <a href="mailto:Pat.Dempsey@DuPageco.org">Pat.Dempsey@DuPageco.org</a></td>
</tr>
</tbody>
</table>

The Provider agrees to notify DCFS in writing of any changes in sites where client services are being delivered.

1.6 DCFS Clients
Client Capacity Under DCFS Agreement: 300
Capacity at Any Given Time: Unlimited

1.7 Agency Clients
Client Capacity Under Program: 375
Capacity at Any Given Time: Unlimited

1.8 Average Length of Services: Averages about 2-6 months.

1.8.1 Services beyond the program plan service parameters:

The Provider agrees to obtain prior authorization from DCFS to serve clients outside of the program plan parameters.

The coordination and case management/advocacy staff engages and supports the victims and their families during the investigative process and will remain involved throughout disposition of the case and as long as services are needed. The length of service varies from client to client but averages about 2-6 months.

1.9 Definitions:

1.9.1 Client A client is a person that falls within the following guidelines:
A. A child under 13 years of age who is the victim or sexual abuse or assault.

B. A child under 18 years of age who is the victim of sexual abuse or assault by a family member, caretaker or person in a position of authority.

1. Allegations of sex abuse or assault include: sexual penetration, sexual molestation, sexual exploitation and sexually transmitted disease present in underage children.

2. “Family member” is defined as a parent, grandparent, or child, whether by whole blood, half blood or adoption and includes a step-grandparent, step parent, or step-child. “Family member” also means, where the victim is a child less than 18 years of age, an accused who has resided in the household with such child continuously for at least one year.

C. A child between the ages of 13 and 17 who is the victim of sexual abuse or assault by non-family members where there is an element of force or more than a 5 year age difference between the victim and the accused.

D. A child less than 18 years of age who is the victim of severe physical abuse or assault committed by a family member, caretaker or person in a position of authority.

1. Severe physical abuse or abuse will usually include an injury that requires emergency room treatment or hospitalization.

2. Allegations of severe physical abuse or assault may include, but not limited to:

   - Death
   - Brain Damage/Skull Fracture
   - Subdural Hematoma/Hemorrhage
   - Fractured Bones
   - Internal Injuries
   - 3rd Degree or Intentional Burns
   - Poison/Noxious Substances
   - Gunshot or Stabbing Injury
   - Torture
   - Other injuries on a case by case basis

E. Child witnesses to violent crime

F. The Director shall have the discretion to accept cases referred to the Center other than those specified herein when, in the judgment of
the Director, a determination is made that a case should be handled in a child sensitive manner.

1.9.2 Unit of Service

There are no hourly segments recorded for time spent on service activities provided by the Center for each investigation and case management services. The DuPage County Children’s Advocacy Center reports and bills for services provided on a quarterly basis.

1.9.3 Other Definitions Pertinent to the Program

Crisis Intervention and Ongoing Support Services –

Victims and their families need information and support while navigating through the system that is in place to deal with the sexual abuse of children. The Case Manager acts as a Child and Family Advocate and generally becomes the main point of contact between victims, their families, and the Children’s Center. The Case Managers provide crisis intervention, support, and any other services that may be appropriate depending on the families’ situation, from the initiation of an investigation through any court proceedings, and beyond. The Case Managers have contact with the victim and their families for as long as they require their support and assistance. It is our hope that information and support, along with appropriate referral, will reduce the fear and anxiety that the child and their family may experience through what is most certainly very difficult experience for a family.

2.0 Target Population:

2.1 Inclusions:

Child victims and non-offending family members of sexual or severe physical abuse that occurred in DuPage County are eligible for service under the terms of this agreement. Service referrals will also be provided to child victims and families of sexual or severe physical abuse if the offense occurred outside of DuPage County and the child victim and/or family now reside in DuPage County. Child sensitive interviews for children who have witnessed violent crimes are also available. Other cases may be accepted at the discretion of the Director.

Our Center currently has three full time Investigators and two full time Case Managers who are all fluent in Spanish, which reflects the need, due to the large Hispanic population in our county. We have an Investigator who speaks Serbian/Croatian and one that speaks Ukrainian as individuals from Eastern European countries have come into the Center. As the main doctor who conducts the medical examinations at the Case Center is of East Indian decent, she is fluent in the Hindu language as well as in Spanish. There is also a list of all the police officers from the various
departments in DuPage County who speak a foreign language. These officers are available to provide translation when needed. DCFS, as well as Investigators, or other agencies that may need translation can also use Language Line, which provides many different language translations over the phone. Specifically, in regards to deaf or hearing impaired children and their families, there is a list of all of the police officers in our county who know sign language. All of the departments in our community have agreed to make these officers available when needed to provide translation.

For Intellectual/developmental conditions, the forensic interview can be tailored to accommodate different levels of functioning as well as different age groups. Additionally, the Case Managers are trained and experienced in dealing with varying levels of intellectual/developmental function.

2.2 Exclusions:

The Children’s Center does not accept cases when the alleged offender is 10 years of age or under or when a risk of sexual or physical abuse is alleged unless approved by the Director.

3.0 Referral and Admission Procedures:

3.1 Provider Responsibility:

3.1.1 Referral Decision-Making Criteria: The Center’s law enforcement officers and assigned DCFS child protective investigators will conduct investigations of all reports of child sexual or serious physical abuse which are reported to have occurred in DuPage County and come through the DCFS Child Abuse Hotline. If a case is reported directly to the Center, and it is within the DCFS mandate under ANCRA, as provided in Department Rules, the Center staff shall report the incident to the DCFS Hotline. Center staff shall respond to any report the sexual abuse within 24 hours, as mandated by DCFS. The Center’s staff will also be available on a 24-hour basis, to respond as needed to any DCFS or law enforcement report of child sexual abuse in DuPage County.

3.1.2 Admission Notification Procedures: The Director or designee shall accept any cases which meets the Children’s Center protocol. The Director or designee shall assign a case number, complete the data entry sheet and attach any relevant data (LEADS inquires, previous case information etc.) prior to assignment to a law enforcement team (2 criminal investigators and a case manager).

The Director shall notify the police department in whose jurisdiction an incident has occurred when they are not the referring agency.
3.2 **Department Responsibility:**

The Glen Ellyn Field Office shall transmit to the Center any report of sexual abuse/assault or severe physical abuse that it receives from the Springfield Hotline. The Glen Ellyn Field Office shall assign a child protection investigator and fax the CANTS form to the Director. The Director or designee shall accept the CANTS form and assign a criminal investigator and a case manager to each case that meets the Children’s Center protocol. The Director or designee shall complete the data entry sheet, and attach any other available documentation (LEADS inquiries, previous case information, etc.).

Referrals are also received from all local police departments in DuPage County as well as the DuPage County Forest Preserve Police. The police departments shall phone the center during normal working hours or the afterhours “on-call” service through the Sheriff's Department to report a case.

In addition to referrals from DCFS and police, the Center will accept case referrals from family members and community professionals. DCFS hotline calls will be made if applicable.

3.3 **Client Contacts:**

The Center's law enforcement officers and assigned DCFS child protective investigators will conduct investigations of all reports of child sexual or serious physical abuse which are reported to have occurred in DuPage County and come through the DCFS Child Abuse Hotline. If a case is reported directly to the Center, and it is within the DCFS mandate under ANCRA, as provided in Department Rules, the Center staff shall report the incident to the DCFS Hotline. Center staff shall respond to any report the sexual abuse within 24 hours, as mandated by DCFS. The Center’s staff will also be available on a 24-hour basis, to respond as needed to any DCFS or law enforcement report of child sexual abuse in DuPage County.

4.0 **Program Staff:**

The Provider shall maintain personnel records of all employees who provide direct or supportive services to Department clients and a personnel information matrix listing staff assigned to/providing services under this program plan. This also includes contracted services for contractual providers. The following information for each employee shall be maintained in the Provider’s records:

- **Proof of education, including high school, college and training programs.**
- **A detailed summary of each employee or contractor's work experience.**
• Annual employee performance evaluations.
• Documentation that a background check was completed, including but not limited to a CANTS check.
• Copy of a valid driver’s license (if applicable).
• Auto liability insurance coverage (if applicable).
• Staff medical exam form, appropriate Form CFS-600 through CFS-604 (if applicable).
• Proof of State Required Licensure (if applicable).

**Background Checks:**

All employees, volunteers, and interns who have direct contact with clients must submit information for a DCFS Background Check. The required form is CFS 718-C dated 4/2011. You will submit Form CFS 718-C to your DCFS Manager as soon as the employee/volunteer/intern is accepted for employment. The employee will be informed that the background check requires fingerprinting so that information can be checked through multiple information systems. No person working at the DuPage County Children’s Center shall have unsupervised contact with clients until successfully clearing the background check. The application form and the notification of clearance from DCFS will be maintained in the employee’s staff file.

**4.1 Qualifications:**

**4.1.1 Direct Service:** Criminal investigators are required to be certified police officers who have attended and successfully completed the requirements of the Illinois Law Enforcement Standards Board. Previous investigative experience is preferred. Case managers are required to possess a BA or BS or equivalent work experience. The State of Illinois determines the minimum qualification for child protection investigators.

**4.1.2 Supervisory:** Supervisory staff is required to possess a Bachelor’s Degree or an equivalent combination of training and experience.

**4.2 Minimum Staffing Expectations:**

The Center will maintain current staffing ratios. Should a vacancy occur, remaining staff will be authorized to work overtime as needed until the vacancy is filled. In addition, since the Center operates as a part of the State’s Attorney’s Office, State’s Attorney personnel are available to be assigned to the Center to fill a vacancy.

**4.3 Staff Development:**

**4.3.1 DCFS Required Trainings:** If and when DCFS trainings are scheduled, the assigned DCFS Manager will notify DuPage County Executive Director at least two weeks in advance. The DuPage County executive Director and/or his/her designee will be required
to attend all DCFS trainings. Such trainings may consist of the following:

- Contract planning and preparation
- Budgeting and financial accountability
- Data entry and data tracking
- Outcomes achieved and activities planned for program improvements
- Changes to DCFS Rules or Procedures affecting Child Advocacy Centers

Most of the trainings will require participation in a teleconference or webinar. In person trainings will only be required in conjunction with other regionally based meetings or training events when appropriate and with notification at least 2 weeks in advance.

4.3.2 Provider Required Trainings: Staff training is given a high priority at the Center and every effort is made to provide training to staff on a regular basis, to update and improve skills and to keep current on best practices and research in the field of child abuse investigation, prosecution and treatment. Staff will be scheduled for training events through the National Children's Alliance, American Prosecutors National Center for Prosecution of Child Abuse, North American Conference on Shaken Baby Syndrome, American Professional Society on Abuse of Children, local SART training, local NMERT training and other training as it becomes available and applicable.

4.3.3 Other Staff Development Activities:

Provider will submit its staff development plan to the DCFS Program Monitor upon request.

5.0 Service Parameters:

The Provider agrees to support achievement of the outcomes of safety, permanency, and well-being for children and their parents and other family members served under this Agreement. The Provider also agrees to ensure the safety and well-being of all clients while receiving services under this Agreement. The physical plant shall be safe, adequately maintained, and free from damage. Staffing levels shall assure the adequate supervision necessary to provide therapeutic treatment to clients. A safe and caring environment is critical for supporting therapeutic treatment, and the Provider shall facilitate and maintain this environment so that all treatment services provided to clients are supported.
5.1 **Provider Physical Plant:**

*The Provider will maintain a facility that is large enough to safely accommodate the clientele. The facility(ies) will contain sufficient equipment and furniture to provide the services offered and which satisfies Department licensing requirements (if applicable).*

5.2 **Description of Services:**

The Children’s Center’s normal hours of operation are Monday through Friday, 8:00 a.m. to 4:30 p.m. In addition, investigators are on call 24 hours a day, 365 days a year. We also adjust our hours to accommodate the needs of a victim’s families’ schedules.

5.2.1 **Specialized Services:** The Children’s Center conducts joint investigations (criminal investigator and DCFS child protection investigator, when applicable). The investigation may include but is not limited to the following activities:

- Ensuring immediate safety of children who are endangered by their surroundings.
- Victim sensitive forensic interviews of the victim
- Victim sensitive forensic interviews of siblings or other child witnesses
- Interviews with collateral witnesses or family members who may have information regarding the allegations
- Interview suspects and schedule polygraphs as appropriate
- Prepare and execute search warrants
- Eavesdropping
- Process crime scenes
- Consultation with medical experts
- Arrest Warrants and Criminal Complaints
- Arrests and booking
- Follow up testimony (Grand Jury, Trials, and Sentencing)

5.2.2 **Hard Goods:** The DuPage County Children’s Center does not have any hard good services within the agreement.

5.2.3 **Fiscal Agent:** The Children’s Center does not have a contract agreement with a fiscal agent.

5.3 **Outcomes and metrics:**

1. **Outcome:** The CAC will ensure that 100% of accepted cases of referred children will receive a coordinated investigation involving DCFS and/or law enforcement, and the State’s Attorney.

2. **Outcome:** The CAC will ensure that 95% of accepted cases referred from DCFS alleging sexual and/or physical abuse and also with the
cooperation of a parent and if the victim is verbal will receive a recorded forensic interview at the CAC or elsewhere. The Criminal Investigator on the case is the forensic interviewer and responsible for the entire investigation of the case. Interviews are approached investigatively, with corroborative evidence gathering in mind. The interview is focused on both protection for the child and potential for prosecution.

3. **Outcome:** The CAC will ensure that 100% of accepted referred children and non-offending family members receive the benefit of case management and advocacy services.

4. **Outcome:** The CAC will ensure that certain specific accepted sexual abuse cases will receive a specialized medical exam with the cooperation of a parent and victim.

5. **Outcome:** The CAC will ensure that 90% of accepted physical abuse cases referred from DCFS and with cooperation of a parent will receive a specialized medical exam.

6. **Outcome:** The CAC will ensure that appropriate mental health referrals are provided to families. The Case Managers are responsible for providing mental health referrals to the agencies or counselors in the community who are fully trained in the area of sexual abuse and/or physical abuse. The Case Managers also try to be aware of any other issues, including but not limited to mental health conditions, other types of violence, etc. in making appropriate mental health referrals. Goal is that 90% of children and families will receive referral.

6.0 **Treatment Goals/Service Plans:**

Case Managers will begin involvement within 2 days of case initiation, unless families choose not to receive the services of a case manager. Case Managers will provide crisis intervention, service referral and linkage, medical and legal advocacy and other services as needed. Services will continue through court adjudication and as long as they are needed by the victims and their families. A support-educational group for non-offending parents and family members of victims will be offered to families in need.

7.0 **Discharge Policy/Conclusion of Services/After Care:**

7.1 **Definition of Grounds for Discharge/Conclusion of Services**

Children Center case determinations include criminal or juvenile charges filed, insufficient evidence, unfounded, or the victim refused cooperation with pursuing criminal charges.
7.1.1 **Discharge Process when a Client’s Treatment Goals are met:**

The investigative phase of a case is closed at the Review Team staffing. DCFS case determinations are made by the CPS investigator, in conjunction with their DCFS supervisor and include indicated or unfounded findings.

7.1.2 **Discharge Process when a Client’s Treatment Goals are unmet**

Case Managers will provide crisis intervention, service referral and linkage, medical and legal advocacy and other services as needed.

7.2 **Aftercare Services (If Applicable):**

Case management services will continue throughout the Court process and may continue as long as the victim or non-offending family request services.

8.0 **Client and Program Reporting:**

The Provider shall ensure that all services provided to a client are documented in full compliance with applicable Department rules and procedures, including Rule 302 Services Delivered by Department of Children and Family Services.

The Provider shall provide to each referring worker, on a monthly basis, a written client progress report, including dates and units of service provided. The Provider further agrees to attach these client progress reports to their monthly CFS1042 billing or approved billing form.

8.1 **Client Reports:**

Client reports on DCFS referrals will be guided by the interagency agreements and investigation protocols in effect between the DuPage County Children’s Advocacy Center, the local DCFS Field Office in Glen Ellyn and other members of the multidisciplinary team. Confidentiality requirements will be maintained at all times. Because the CAC is NCA accredited, all services provided to a client are documented in full compliance with applicable requirements as specified by National Children’s Alliance standards.

8.2 **Program Reports:**

The Provider shall develop and administer a Client Satisfaction Survey to all clients upon completion/discharge from services. The Provider will compile the results of the survey on a quarterly and annual basis and submit the results in narrative report to the assigned program monitor.
Monthly Reports:

At the end of each month, the CAC will complete a standardized Monthly Data Report which tracks quantitative and demographic information for children and families served. These reports will be submitted with the corresponding quarterly report. The Monthly Data Reports will also be submitted electronically at the end of each quarter to the data specialist at Children’s Advocacy Centers of Illinois. The CAC will be committed to the accurate and timely tracking of all victim data and victim services that are requested on the Monthly Data Report. Failure to comply will result in corrective actions and may include a financial penalty.

Quarterly Reports:

At the close of each quarter (Sept. 30, Dec. 31, March 31, and June 30), electronic reports will be submitted within 30 days to:

Charles H. Talbert, Project Director for Federal Grants
Email: Charles.Talbert@Illinois.gov
Phone: 312.814.6964

Mailing Address:
Illinois Department of Children and Family Services
100 W. Randolph Street
Suite 6-300
Chicago, IL 60601

The reports will follow the format as specified in DCFS Quarterly Report Format for Children’s Advocacy Centers. Failure to comply with report requirements in a timely manner will result in additional monitoring and corrective actions.

Electronic submission of quarterly BUDGET reports will be required. Additional portions of the quarterly report may be required based on future DCFS communications or instructions.

Chicago, IL 60601
Charles.Talbert@Illinois.Gov

8.3 Immediate Reporting Requirements:

The Provider’s program supervisor will immediately notify the assigned caseworker of any significant events, changes in family circumstances, or unusual incidents involving the client or family members. The assigned caseworker will also be expected to inform the Provider of such events. Examples of such events and incidents would include: incidents of suspected abuse or neglect which have been or are to be reported to the Child Abuse Hotline; police involvement/intervention with the family; major health problems or
death in the immediate family; emotional, mental or physical deterioration; change in household composition; change in residence; suspected drug or alcohol abuse; any circumstance or incident which poses a threat to the safety and well-being of any involved children, or would pose such a threat if the children were in the current custody of the parent/client; other significant information or changes in family circumstances. The assigned caseworker is also expected to report any modification in the dispositional court order to the Provider.

Any Provider doing business with the Department is a “mandated reporter” of child abuse or neglect. Failure to comply with the Abused and Neglected Child Reporting Act (325 ILCS 5/1 et. Seq.) may result in license suspension or revocation. Furthermore, the acquisition of privileged information from Agency clients regarding abuse or neglect does not excuse the failure to report.

9.0 Fiscal and Program Monitoring:

9.1 Provider Self-Monitoring and Self-Assessment:

a. The DuPage County Child Advocacy Center will continually monitor its staff and services to assure that children and families have access to assistance within 72 hours of referral. Records will be maintained that indicate the date/time of referral and the date/time of initial contact with the child or family.

b. The Director will train and supervise staff in the expectations for service delivery and service outcomes to clients. Supervision of direct service staff will occur as needed, but not less than once every 6 months. Supervisory consults or meetings will be documented in personnel files and will be available to DCFS monitors.

c. A MDT survey to assess the working relationship between the CAC and its collaborating partner agencies will be distributed on an annual basis. The survey will be completed prior to the annual review of the investigative protocol so that any problem areas or concerns can be addressed in the updating of the protocol. Any time there is a revised protocol for a county, it will be sent to the DCFS Manager and to the Director of Children’s Advocacy Centers of Illinois (CACI) for review and maintenance in a central protocol file.

9.2 DCFS Monitoring:

9.2.1 Program Monitoring:

The Provider agrees to cooperate with any program review, evaluation or other monitoring activities that are requested or
required by the Department, including licensing reviews and audits.

DCFS will monitor adherence to the service delivery goals and outcomes as described by the CAC in the Program Plan and recorded on the Monthly Data Reports and the Goals and Objectives form. Specifically:

- The DCFS Manager shall review and provide data entry of monthly data reports and quarterly goals and outcomes reports.

- The DCFS Monitor shall conduct an annual Monitor visit. The Monitor shall provide the Monitoring Summary Report and related documents (including but not limited to the Client Caseload Form and the Personnel List) in advance of the visit to be completed by Provider prior to the visit date.

- The DCFS Monitor visit shall have input from the DCFS Child Protection Supervisor of the local field office and the following Provider personnel: (1) CAC Executive Director; (2) representative service staff (i.e. forensic interviewer, advocate, case manager, crisis intervention counselor); and (3) a designated Board member.

9.2.2 Fiscal Monitoring:

DCFS will monitor fiscal planning and accountability by a review of the following:

- A comparison of the annual budget to the quarterly expenditure reports
- A line item review in accordance with Part Two, Article XIII, of the Uniform Grant Agreement
- Determination of any excess revenues in accordance with Part Two, Article XIII, of the Uniform Grant Agreement
- Audit and other financial reporting as required by the terms of the Agreement

9.3 Corrective Action and Performance Improvement:

The Provider agrees to comply with the DCFS program monitoring procedures established by DCFS and adhere to any corrective action or performance improvement plan developed through the monitoring process. Failure to comply with the terms of the Agreement and program plan could result in DCFS pursuing any remedy which is provided under the Agreement.
10.0 Billing and Payment Procedures

10.1 Billing Submittal:

The Provider will submit periodic invoices consistent with Section 10.3. All invoices except the first will be accompanied by a written summary of the status of each project reporting the activities conducted and deliverables accomplished during the time period for the prior invoice. The Provider will also submit financial/cost reports in accordance with section 10.4 on a quarterly basis reflecting the actual reimbursable costs to document an invoice already paid.

10.2 Description of Types of Service(s) that are Billable:

Billable services include those services of the DuPage County Children’s Center listed on the Goals and Objectives chart, CFS993-1A. In general, billable services may include:

- Coordinated investigation and intake
- Forensic Interviewing
- Advocacy for the child and non-offending family members.
- Crisis intervention and short-term counseling.
- Referral to medical specialists
- Referral to mental health specialists
- Coordinated case review meetings
- Protocol review, updating, and distribution/training
- Staff training activities as specified in the Program Plan
- Staff travel for interviews, protocols, advocacy, court attendance, crisis intervention counseling, medical and mental health meetings, protocol review, coordinated investigation

Activities related to prevention programs and fundraising are not billable expenses under the DCFS agreement.

If allowable under this program, approved transportation expenses such as mileage and parking will be reimbursed in accordance with the State of Illinois Travel Regulation Council and Governor’s Travel Control Board Rules (found at http://www2.illinois.gov/cms/Employees/travel/Pages/default.aspx).

10.3 Payment:

Payment will be made at the beginning of each quarter or month in an amount equal to ¼ or 1/12 of the annual budgeted Agreement amount provided this is supported by cost reports. When review of cost reports show substantial underspending the Department reserves the right to discuss this with the Provider and to implement a reduction in the payment. The Department also reserves the right
to withhold payment until receipt of supporting documentation if a Provider is not in compliance the reporting requirements.

The total amount paid under the Agreement shall not exceed the Agreement amount. At the end of the Agreement term, and upon receipt of the 4th quarter cost report, the Department will issue a determination of any under expenditures by the Grantee in accordance with Part Two, Article XIII, of the Uniform Grant Agreement. The Provider may be required to reimburse the Department for any payments not supported by reported reimbursable costs.

10.4 Requirements for Grant and/or Lump Sum Payments

The Provider will submit to the DCFS Manager, for approval with this program plan, a detailed budget using the State of Illinois Uniform Grant Budget Template, disseminated by DCFS.

For grant payments and/or lump sum payments, the Provider will submit to DCFS in accordance with the payment cycle: quarterly cost reports, quarterly outcome measures report, quarterly client listing with name & DCFS ID, quarterly personnel matrix and a quarterly progress report describing the services provided and number of clients served.

- These reports are to be submitted to the Department’s designee within thirty (30) days of the quarter closing, as per the following schedule:
  - First Quarter (July – September) due October 31
  - Second Quarter (October – December) due January 31
  - Third Quarter (January – March) due April 30
  - Fourth Quarter (April – June) Due July 15

Providers should be reminded that Administrative Costs cannot exceed 20% of the costs for other services provided.
For Application and Quarterly Reporting – Contract #: 1351299019

**Goals and Objectives**

List each goal and its concise, measurable objectives

<table>
<thead>
<tr>
<th>Goals and Objectives</th>
<th>Projected Fiscal Year Achievement</th>
<th>1st Quarter</th>
<th>2nd Quarter</th>
<th>3rd Quarter</th>
<th>4th Quarter</th>
<th>Fiscal Year Actual Achievement</th>
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<tbody>
<tr>
<td>1. Outcome: The CAC will ensure that 100% of accepted cases of referred children will receive a coordinated investigation involving DCFS and/or law enforcement, and the State’s Attorney.</td>
<td>400</td>
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<td>a. Sexual Abuse Investigations</td>
<td>360</td>
<td>90</td>
<td>90</td>
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<td>b. Physical Abuse Investigations</td>
<td>40</td>
<td>10</td>
<td>10</td>
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<td>2. Outcome: The CAC will ensure that 90% of accepted cases referred from DCFS alleging sexual and/or physical abuse and also with the cooperation of a parent and if the victim is verbal will receive a forensic interview at the CAC or elsewhere.</td>
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<tr>
<td>a. Sexual Abuse Forensic Interviews</td>
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<td>b. Physical Abuse Forensic Interviews</td>
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<td>3. Outcome: The CAC will ensure that 100% of accepted referred children and non-offending family members receive the benefit of case management and advocacy services.</td>
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<td>Family Member Advocacy</td>
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4. **Outcome:** The CAC will ensure that certain specific accepted sexual abuse cases will receive a specialized medical exam with the cooperation of a parent and victim.

**Specialized Medical Exams/Sexual**

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5. **Outcome:** The CAC will ensure that 90% of accepted physical abuse cases referred from DCFS and with cooperation of a parent will receive a specialized medical exam.

**Specialized Medical Exams/Physical**

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6. **Mental Health Referrals**

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7. **MDT Case Meetings**

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8. **Staff and MDT Trainings**

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9. **Protocol Review**

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**COMMENTS:** Provide brief explanation when actual achievement exceeds or does not meet projection.
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor and any parent entity(ies). There are Nine (9) steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. The Agency will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the Director if s/he deems it in the best interest of the State of Illinois and may be cause for barring Vendor from future contracts, bids, proposals, subcontracts, or relationships with the State. The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor and any parent entity(ies).

This disclosure is submitted for:

☐ Vendor

☐ Vendor’s Parent Entity(ies) (100% ownership)

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<tr>
<th>Vendor Name</th>
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<tr>
<th>Doing Business As (DBA)</th>
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<tr>
<th>Parent Entity</th>
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<th>Instrument of Ownership or Beneficial Interest</th>
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Packet Pg. 257
STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL
(All vendors complete regardless of annual bid, offer, or contract value)

NOTE: Disclosures for Steps 1 through 7 need only be filled out once per entity. You must select one of the eight options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities
  1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.
  OR
  1.B. ☐ Attach a copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 200 Shareholders
  2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.
  OR
  2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

    Also complete Step 2, Option B.

☐ Option 3 – All other Privately Held Entities, not including Individuals and Sole Proprietorships
  3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

    Also complete Step 2, Option B.

☐ Option 4 – Foreign Entities
  4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.
  OR
  4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

    Also complete Step 2, Option B.

☐ Option 5 – Not-for-Profit Entities
  ☐ Complete Step 2, Option B.

☐ Option 6 – Governmental Entities
  ☐ Complete Step 2, Option B.

☐ Option 7 – Individuals
  ☐ Skip to Step 3.

☐ Option 8 – Sole Proprietors
  ☐ Skip to Step 3.
**STEP 2**
**DISCLOSURE OF FINANCIAL INTEREST OF BOARD OF DIRECTORS**

Complete Option A and/or Option B. Additional rows may be inserted into the tables or an attachment may be provided if needed. Individuals, sole proprietors, and governmental entities are not required to complete Step 2.

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1A, 2A, 2B, 3A, 4A in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below; please reference Step 2, Contract page number D-3.

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<tbody>
<tr>
<td>Name</td>
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<tr>
<td>Address</td>
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<tr>
<td>Percentage of Ownership</td>
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<td>$ Value of Ownership</td>
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**Distributive Income** – If you selected Option 1A, 2A, 3A, or 4A in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below; please reference Step 2, Contract page number D-3.

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<tr>
<td>Name</td>
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<td>Address</td>
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<tr>
<td>% of Distributive Income</td>
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<td>$ Value of Distributive Income</td>
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Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than $106,447.20.

- Yes  - No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than $106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

- Yes  - No

**OPTION B – Disclosure of Board of Directors or Board of Managers**

If you selected Option 2, 3, 4, 5 or 6 in Step 1, list members of your board of directors or board of managers. Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 2, Option B, Contract page number D-4.

<table>
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**STEP 3**

**DISCLOSURE OF LOBBYIST OR AGENT**

- Yes  - No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State Agency officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Relationship to Disclosing Entity</th>
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Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency contract:

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________
STEP 4
PROHIBITED CONFLICTS OF INTEREST

Step 4 must be completed for each person disclosed in Step 2, Option A and for Individuals and sole proprietors identified in Step 1, Options 7 and 8 above.

Please provide the name of the person for which responses are provided in Step 6.

1. Do you yourself hold, or are you the spouse or minor child of a person who holds an elective office in the State of Illinois or a seat in the General Assembly? □ Yes □ No

2. Are you appointed or employed (to the following), or are you the spouse, or minor child of a person who has been appointed to or employed in any offices or agencies of State government and receives compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor? □ Yes □ No

3. Are you an officer or employee (of the following) or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? □ Yes □ No

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? □ Yes □ No

5. If you answered yes to any question in 1-4 above, please answer the following: Do you, or are you the spouse, or minor child of a person who receive from the Vendor more than 7.5% of the Vendor’s total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? □ Yes □ No

6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor’s distributable income or an amount of distributable income in excess of two times the salary of the Governor? □ Yes □ No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

Step 5 must be completed for each person disclosed in Step 2, Option A and for Individuals and sole proprietors identified in Step 1, Options 7 and 8 above.

Please provide the name of the person for which responses are provided in Step 6.

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services other than this contract? □ Yes □ No

2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? □ Yes □ No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? □ Yes □ No

4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? □ Yes □ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

- [ ] Yes
- [ ] No

6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

- [ ] Yes
- [ ] No

7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

- [ ] Yes
- [ ] No

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

- [ ] Yes
- [ ] No

9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

- [ ] Yes
- [ ] No

10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county Clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

- [ ] Yes
- [ ] No

---

**STEP 6**

**EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered “Yes” in Step 4 or 5 (1-10), please provide a detailed explanation that includes, but is not limited to the information detailed in the key below. Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 6, Contract page number D-6.

- A. Name (of person identified in affirmative responses to questions in Steps 4 or 5)
- B. Relationship to Contractor
- C. Position/Title or Elected/Appointed Office
- D. State Agency or Organization
- E. Start/End dates of employment or elected/appointed term
- F. Salary/Compensation
- G. Date Compensation Began
- H. DCFS Contract # (if applicable)

The below explanations A-H are provided for Step___(indicate 4 or 5), Question _____ (Specify which Step 4 or 5 question (1-10) is explained below. Mark n/a if necessary.)

<table>
<thead>
<tr>
<th>A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.</td>
</tr>
<tr>
<td>C.</td>
</tr>
<tr>
<td>D.</td>
</tr>
<tr>
<td>E.</td>
</tr>
</tbody>
</table>
STEP 7
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
(All vendors complete regardless of annual bid, offer, or contract value)

Do you or your Affiliates have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with or receive any other funding from units of State of Illinois government or other governmental entities?

☐ Yes ☐ No.

If “Yes”, please specify below. Vendors must disclose all other public funding that they or their Affiliates receive. Affiliates are business concerns, organizations, or individuals that control each other or that are controlled by a common third party. Please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship with or the actual or anticipated receipt of any other funding from units of State of Illinois government or other governmental entities by showing awarding government entity name and other descriptive information including the project title, value, and contract reference, purchase order, or bid number. Vendor agrees to systematically and accurately track, and properly allocate, all funding received and monies billed by Vendor and its Affiliates under this Contract and under contracts with other governmental entities. Attach an additional page in the same format as provided below, if necessary; please reference Step 7, Contract page number D-7.

<table>
<thead>
<tr>
<th>Awarding Government Entity</th>
<th>Project Title</th>
<th>Status</th>
<th>Value</th>
<th>Contract # Reference/P.O./Illinois Procurement Bulletin #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Please explain the procurement relationship if other than contract, purchase order, or bid:


SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)

This disclosure is signed, and made under penalty of perjury, by an authorized officer or employee on behalf of the bidder offer or Vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of

Name of Disclosing Entity: ___________________________________________________________

Signature: __________________________ Date: __________________________

Printed Name: _______________________

Title: ______________________________

Phone Number: _____________________ Email Address: __________________________
NOTE: For purposes of Steps 8 and Step 9 of this Contract, Key Management Staff is defined to include the top three highest paid staff funded under this Contract and the top persons managerially responsible for the services under this Contract.

Does any Key Management Staff receive compensation or payment in any form from another organization?  □ Yes □ No

If so, name the employee and the other organization, the position held, the amount of annual compensation or type of payment, and the date when the employee began receiving such compensation or payment. Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 8, Contract page number D-9.

<table>
<thead>
<tr>
<th>Name of Staff, Other Organization</th>
<th>Work Hours, Compensation and Date of Hire for Other Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does any Key Management Staff, Officer, Board Member, owner or majority stockholder (or members of their immediate families, i.e., spouse, father, mother, son, or daughter):

1. Hold an ownership interest in an organization that leases, subcontracts, or provides services or materials to you paid in whole or in part from funds generated by this Contract?  □ Yes □ No

2. Serve as an executive officer or board member of an organization that subcontracts or provides services or materials to you paid in whole or in part from funds generated by this Contract?  □ Yes □ No

3. Serve as an employee of an organization that subcontracts or provides services or materials and part of his/her job duties include performing services related to the subcontract or the provision of services or materials to the organization for which he/she is a board member  □ Yes □ No

If you answered yes to 1, 2, or 3 above, disclose the name of the individual(s), the organization(s), the nature of the lease(s), materials, services or subcontract(s). Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 8, Contract page number D-9.

<table>
<thead>
<tr>
<th>Name of Staff, Board Member, Owner or Stockholder</th>
<th>Organization Leasing, Contracting, Providing Services or Materials</th>
<th>Nature of Lease, Services, Material or Subcontract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
STEP 9
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
(All vendors complete regardless of annual bid, offer, or contract value)

Please provide the name of the person or entity for which responses are provided:
__________________________________________________________________________________

1. Has any Key Management Staff or the Contracting Entity been debarred or suspended, or otherwise excluded or ineligible from participation in federal assistance programs or under other statutory or regulatory compliance requirements from contracting with any governmental entity? □ Yes □ No

2. Have any Key Management Staff had adverse action taken in relation to a professional license? □ Yes □ No

3. Has the Contracting Entity had any bankruptcies? □ Yes □ No

4. Has the Contracting Entity had any adverse civil judgments and administrative findings? □ Yes □ No

5. Has the Contracting Entity or any Key Management Staff had any criminal felony convictions? □ Yes □ No

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, entity, and position title of each individual. Please include an attachment if necessary with requested information in a format substantially similar to the format below; please reference Step 9, Contract page number D-10.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Organization</th>
<th>Nature of Proceedings</th>
<th>Date of Proceedings</th>
</tr>
</thead>
</table>

SIGN THE DISCLOSURE
(All vendors must complete regardless of annual bid, offer, or contract value)

This disclosure is signed, and made under penalty of perjury, by an authorized officer or employee on behalf of the bidder offer or/Vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of

Name of Disclosing Entity: __________________________________________________________
Signature: __________________________________________ Date: __________________________
Printed Name: __________________________________________
Title: __________________________________________ Phone Number __________________________
### State of Illinois
**UNIFORM GRANT BUDGET TEMPLATE**

State Agency: Illinois Department of Children and Family Services

Organization Name: DuPage County - DuPage County Children's Center

Data Universal Number System (DUNS) Number (enter numbers only): 135836026

Catalog of State Financial Assistance (CSFA) Number: TBD

CSFA Short Description: Child Advocacy Centers

Section A: State of Illinois Funds

Fiscal Year: 7/1/18-6/30/19

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Total Revenue</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Illinois Grant Requested</td>
<td>$</td>
<td>64,180.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>OMB Uniform Guidance</th>
<th>Total Expenditures</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Expenditure Categories</td>
<td>Federal Awards Reference 2 CFR 200</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Personnel (Salary and Wages) | 200.430 | $ | 64,180.00 |
2. Fringe Benefits | 200.431 | $ |
3. Travel | 200.474 | $ |
4. Equipment | 200.439 | $ |
5. Supplies | 200.94 | $ |
6. Contractual Services and Subawards | 200.318 & 200.92 | $ |
7. Consultant (Professional Service) | 200.459 | $ |
8. Construction | $ |
9. Occupancy (Rent and Utilities) | 200.465 | $ |
10. Research and Development (R&D) | 200.87 | $ |
11. Telecommunications | $ |
12. Training and Education | 200.472 | $ |
13. Direct Administrative Costs | 200.413 (c) | $ |
14. Miscellaneous Costs | $ |
15. A. Grant Exclusive Line Item(s) | $ |
15. B. Grant Exclusive Line Item(s) | $ |
16. Total Direct Costs (add lines 1-15) | 200.413 | $ | 64,180.00 |
17. Total Indirect Costs | 200.414 | $ |

Rate %: 

Base: 

18. Total Costs State Grant Funds (Lines 16 and 17) | $ | 64,180.00 |

**MUST EQUAL REVENUE TOTALS ABOVE**
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: DuPage County - DuPage County Children's Center
NOFO Number:

SECTION A - Continued - Indirect Cost Rate Information
If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct 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. NOTE: If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.

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 for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. NOTE: (If this option is selected, please provide basic indirect Cost Rate information in area designated below.)

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 three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost Unit. Note: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or 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 [2 CFR 200.414 (C)(4)(f) and 200.68]. [Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]

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.

The Restricted Indirect Cost Rate is: %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

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

Period Covered by NICRA: From: ____________ To: ____________ Approving Federal or State Agency:

Indirect Cost Rate: _____ % The Distribution Base Is:

GOMBGATU-3002-(R-02-17)
## State of Illinois
### UNIFORM GRANT BUDGET TEMPLATE

**Organization Name:** DuPage County - DuPage County Children's Center

**Section B: Non-State of Illinois Funds**

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Match Requirement %: (Agency to Populate)</td>
<td>$</td>
</tr>
<tr>
<td>b) Cash</td>
<td>$</td>
</tr>
<tr>
<td>c) Non-Cash</td>
<td>$</td>
</tr>
<tr>
<td>d) other Funding and Contributions</td>
<td>$</td>
</tr>
<tr>
<td>Total Non-State Funds (lined b through d)</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</th>
<th>Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (Salaries and Wages)</td>
<td>200.430</td>
<td>$</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>200.431</td>
<td>$</td>
</tr>
<tr>
<td>3. Travel</td>
<td>200.474</td>
<td>$</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>200.439</td>
<td>$</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>200.94</td>
<td>$</td>
</tr>
<tr>
<td>6. Contractual Services and Subawards</td>
<td>200.318 &amp; 200.92</td>
<td>$</td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td>200.459</td>
<td>$</td>
</tr>
<tr>
<td>8. Construction</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td>200.465</td>
<td>$</td>
</tr>
<tr>
<td>10. Research and Development (R&amp;D)</td>
<td>200.87</td>
<td>$</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>12. Training and Education</td>
<td>200.472</td>
<td>$</td>
</tr>
<tr>
<td>13. Direct Administrative Costs</td>
<td>200.413 (c)</td>
<td>$</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>15. A. Grant Exclusive Line Item(s)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>200.413</td>
<td>$</td>
</tr>
<tr>
<td>17. Total indirect Costs</td>
<td>200.414</td>
<td>$</td>
</tr>
<tr>
<td>Rate %:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**18. Total Costs State Grant Funds (Lines 16 and 17)**

**MUST EQUAL REVENUE TOTALS ABOVE**

---

GOMBGATU-3002-(R-02-17)
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).

DuPage County State's Attorney's Office
Institution/Organization Name:

Chief of Administration
Title (Chief Financial Officer or equivalent):

Kevin C. Hennessy
Printed Name (Chief Financial Officer or equivalent):

Patrick Dempsey
Printed Name (Executive Director or equivalent):

Kevin C. Hennessy
Signature (Chief Financial Officer or equivalent):

June 5, 2018
Date of Execution (Chief Financial Officer):

Patrick Dempsey
Signature (Executive Director or equivalent):

June 5, 2018
Date of Execution (Executive Director):

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 onto contractual agreements on the behalf of the organization.
## State of Illinois
### UNIFORM GRANT BUDGET TEMPLATE

**FFATA Data Collection Form (if needed by agency)**

Under FFATA, all sub-recipients who receive $30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

<table>
<thead>
<tr>
<th>4-digit extension if applicable:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-recipient DUNS:</td>
</tr>
<tr>
<td>Sub-recipient Parent Company DUNS:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-recipient Name:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sub-recipient DBA Name:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sub-recipient Street Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip-Code:</th>
<th>Congressional District:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sub-recipient Principal Place of Performance:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip-Code:</th>
<th>Congressional District:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contract Number (if known):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Award Amount:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Project Period: From:</th>
<th>Project Period: To:</th>
</tr>
</thead>
</table>

**State of Illinois Awarding Agency and Project Detail Description:**

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

**Q1.** In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) $25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

- [ ] Yes  [ ] No

If Yes, must answer Q2 below.

**Q2.** Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 780(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

- [ ] Yes  [ ] No

If No, you are not required to provide data.

Please provide names and total compensation of the top five officials:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Amount:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Amount:</th>
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<th>Name:</th>
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<th>Amount:</th>
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</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Amount:</th>
</tr>
</thead>
</table>

**GOMBGATU-3002-(R-02-17)**
**State of Illinois**  
**UNIFORM GRANT BUDGET TEMPLATE**

1. Personnel (Salaries and Wages) *(2 CFR 200.430)*

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr./Mo./Hr.)</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Personnel Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrick Dempsey</td>
<td>Director</td>
<td>$74,722.00</td>
<td>Yearly</td>
<td>72.509%</td>
<td>1</td>
<td>$54,179.95</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>Stephanie Mogensen</td>
<td>Case Manager</td>
<td>$51,292.00</td>
<td>Yearly</td>
<td>19.497%</td>
<td>1</td>
<td>$10,000.40</td>
<td>Add</td>
</tr>
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|                |                |                |                      |           |                | $64,180.35     | Add             |
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Non-State Total

|                |                |                |                      |           |                | Total Personnel | $64,180.35 |
| Personnel Narrative (State):  
Grant funds will pay 72.509% of the Director's salary for 1 year. The Director oversees the program, supervises staff who provide direct services to program participants, and conducts investigations of alleged child sexual or serious physical abuse that meet the Center's protocol.

Grant funds will pay 19.497% of the Case Manager's salary for 1 year. The Case Manager spends 100% of their time providing direct service to the program participants including crisis intervention, support, referrals, and any other services that may be appropriate depending on the needs of the participants from the initiation of an investigation through any court proceeding and beyond.

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")

GOMBGATU-3002-(R-02-17)
2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position(s)</th>
<th>Base</th>
<th>Rate (%)</th>
<th>Fringe Benefit Cost</th>
<th>Add/Delete Rows</th>
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Non-State Total

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</table>

Total Fringe Benefits

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")
3). Travel (2 CFR 200.474)
Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant’s fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the “Miscellaneous” category.

<table>
<thead>
<tr>
<th>Purpose of Travel/Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Travel Cost</th>
<th>Add/Delete Row</th>
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Travel Narrative (State):

Travel Narrative (Non-State): (i.e., "Match" of "Other Funding")
4. Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than $5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost Per Item</th>
<th>Equipment Cost</th>
<th>Add/Delete Rows</th>
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Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")
5). Supplies (2 CFR 200.94)
List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity/Duration</th>
<th>Cost Per Item</th>
<th>Supplies Cost</th>
<th>Add/Delete Rows</th>
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<td>Total Supplies</td>
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</table>

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")
6. Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of $150,000 (See 2 CFR 200.88). NOTE: this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.

2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

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<tr>
<th>Item</th>
<th>Contractual Services Cost</th>
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<td>Total Contractual Services</td>
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</table>

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")
7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant—Indicate whether applicant’s formal, written Procurement Policy or the Federal Acquisitions Policy is used.

<table>
<thead>
<tr>
<th>Consultant Services (Fees)</th>
<th>Services Provided</th>
<th>Fee</th>
<th>Basis</th>
<th>Quantity</th>
<th>Consultant Services (Fee) Cost</th>
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State Total

| NON-State Total |

| Consultant Services Narrative (State): |

| Consultant Services Narrative (Non-State): |

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<thead>
<tr>
<th>Consultant Expenses - Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Consultant Expenses Cost</th>
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State Total

| NON-State Total |

| Total Consultant Services (Fees) |

| Consultant Expenses Narrative (State): |

| Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding") |
State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

<table>
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<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Construction Cost</th>
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Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")
9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. NOTE: This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Occupancy Cost</th>
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Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")
### Research & Development (R&D) (2 CFR 200.87)

**Definition:** All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

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<th>Purpose</th>
<th>Description of Work</th>
<th>Research and Development Cost</th>
<th>Add/Delete Rows</th>
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**Research and Development Narrative (State):**

**Research and Development Narrative (Non-State):** (i.e. "Match" or "Other Funding")
11. Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

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<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Telecommunications Cost</th>
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NON-State Total

Total Telecommunications

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")
12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Training and Education Cost</th>
<th>Add/Delete Row</th>
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<th>Description</th>
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NON-State Total

Total Training and Education

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")
13. **Direct Administrative Costs (2 CFR 200.413 (c))**

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr./Mo./Hr.)</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Direct Administrative Cost</th>
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**State Total**

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**NON-State Total**

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**Total Direct Administrative Costs**

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")
14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

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<tr>
<th>Description</th>
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<th>Cost</th>
<th>Length of Time</th>
<th>Other or Miscellaneous Cost</th>
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<td>Delete</td>
</tr>
</tbody>
</table>

State Total

NON-State Total

Total Other or Miscellaneous Costs

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")
15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Grant Exclusive Line Item Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
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<td></td>
<td></td>
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<td></td>
<td>Delete</td>
</tr>
</tbody>
</table>

State Total

|             |          |       |      |                |                               | Add            |
|             |          |       |      |                |                               | Delete          |

NON-State Total

Total Grant Exclusive Line Item

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item  Delete Grant Exclusive Line Item
16). Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Base</th>
<th>Rate</th>
<th>Indirect Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td></td>
<td></td>
<td></td>
<td>Add/Equal</td>
</tr>
</tbody>
</table>

Indirect Costs Narrative (State):

Indirect Costs Narrative (Non-State):
### State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

**Budget Narrative Summary**—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Non-State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$64,180.35</td>
<td></td>
<td>$64,180.35</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Travel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Supplies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Contractual Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Research and Development (R &amp; D)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Training and Education</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Direct Administrative Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Other or Miscellaneous Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. GRANT EXCLUSIVE LINE ITEM(S)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Indirect Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Request</td>
<td>$64,180.35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-State Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL PROJECT COSTS</strong></td>
<td></td>
<td></td>
<td>$64,180.35</td>
</tr>
</tbody>
</table>
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: DuPage County - DuPage County Children's Center
Data Universal Number System (DUNS) Number (enter numbers only): 135836026
Catalog of State Financial Assistance (CSFA) Number: TBD CSFA Short Description: Child Advocacy Centers
Fiscal Year(s): 
Initial Budget Request Amount: 
Prior Written Approval for Expense Line Item: 
Statutory Limits or Restrictions: 
Checklist: 
Final Budget Amount Approved: 6/14/18

Charles H. Talbert
Program Approval Name 
Signature on File
Fiscal & Administrative Approval Name 
Fiscal & Administrative Approval Signature 

Budget Revision Approved: 

Program Approval Name 
Program Approval Signature 
Date 
Fiscal & Administrative Approval Signature 
Date 

$200,308 Revision of budget and program plans
(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
Department of Children & Family Services
Exhibit I
CHECKLIST & INTERROGATORY for FINANCIAL and STATISTICAL REPORTING

To Be Completed & Submitted by the Private Agency WITH YOUR AUDITED FINANCIAL REPORTING PACKET due within 180 Days of the Provider Agency’s Fiscal Year End

Name of Reporting Agency: ________________________________________________________________

Reporting for the Period Ended: __________________________________________________________

Interrogatory & Reporting Checklist – To Be Completed and Submitted by the Private Agency
If your agency is required to provide either an Agreed-Upon Procedures audit or a certified independent financial audit, the following Reporting Checklist must be completed and enclosed with either the AUP audit or the annual certified audit and cost reporting submission documents. The reporting check list should be completed by private agency staff.

➢ Audit Engagement Letter & Peer Review

<table>
<thead>
<tr>
<th>Was an Engagement Letter executed?</th>
<th>Circle Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

If an Engagement Letter was executed, please enclose the letter. Enclosed n/a

Public accounting firms and sole practitioners that are conducting an audit of your financial statements are required to undergo a peer review every three years. Obtain a copy of the most recent Peer Review and enclose it with the annual audit and cost reporting submission documents. (Please enclose the most recent letter, even if you have already submitted the same letter in prior years.) Enclosed

➢ Management Letter

<table>
<thead>
<tr>
<th>Was a management letter issued?</th>
<th>Circle Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

If a management letter was issued, please enclose the letter. Enclosed n/a

Did management prepare a response to the management letter? Yes No n/a

If management prepared a response to the management letter, please enclose the response. Enclosed n/a

Was a schedule of the status of prior year management letter issues prepared? Yes No

If a schedule of the status of prior year management letter issues was prepared, please enclose the schedule. Enclosed n/a
### Auditor Communication

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Enclosed</th>
<th>n/a</th>
</tr>
</thead>
<tbody>
<tr>
<td>Was an Auditor’s Communication With Those Charged With Governance (SAS No. 122 and/or SAS No. 123) issued?</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>If a SAS No. 122 and/or SAS No. 123 were issued, please enclose the communication.</td>
<td></td>
<td></td>
<td>Enclosed</td>
<td>n/a</td>
</tr>
<tr>
<td>The auditor reviewed the agency’s financial polices and management/financial practices in the context of SAS No. 99.</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The auditor has determined the agency’s financial policies and management/financial practices are materially in compliance with SAS No. 99.</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td>n/a</td>
</tr>
<tr>
<td>Were those charged with governance notified of fraud involving senior management and/or fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements? (SAS No. 99)</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If those charged with governance were notified of fraud causing a material misstatement of the financial statements, please enclose the communication.</td>
<td>Enclosed</td>
<td>n/a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Were those charged with governance notified of other risks of fraud identified as a result of the assessment of the risks of material misstatements due to fraud? (SAS No. 99)</td>
<td>Yes</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If those charged with governance were notified of other risks of fraud, please enclose the communication.</td>
<td>Enclosed</td>
<td>No</td>
<td></td>
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</tr>
</tbody>
</table>
The Independent Auditor’s Report & Consolidated Financial Statements or Agreed Upon Procedures Audit is enclosed and contains:

- Independent Auditor’s Report (Opinion)
  
  If a Consolidated Financial Report (CFR) or Consolidated Grant Financial Report (CGFR) is completed, the independent auditor must express an “In Relation To” Opinion on the Cost and Revenue Schedules. For additional information related to the opinion, please refer to the point captioned “Instructions for the auditor – In Relation To Opinion of the Consolidated Financial Report (CFR)”.

- Statement of Financial Position

- Statement of Activities

- Statement of Functional Expenses including management and general expenses and fundraising expenses. The statement should show by functional and natural classifications the expenses for each individual program thus enabling the association of audited costs with Department funding. (A program is defined as a coherent assembly of activities and supporting resources contained within an administrative framework to implement an organization’s mission or some specific related aspect of that mission. In the context of Department contracting and provider agency cost reporting, material differences in contract program plans are used to distinguish programs as being separate from one another. The Department will only rarely issue separate contracts for the same program in the same period. One program can be, and often is, funded by more than one purchaser.)

- Statement of Cash Flows

- Notes to the Financial Statements

- Reports on Compliance and Internal Controls Over Financial Reporting in accordance with Government Auditing Standards (if not contained in the Single Audit)

Circle Answer

Was the total amount of Federal Funds spent from all sources verified?                     Yes  No

Was the total amount of Federal Funds spent from all sources less than $750,000?        Yes  No

Was the total amount of Federal Funds spent from all sources greater than or equal to $750,000? Yes  No

Was a Single Audit performed?                                                          Yes  No

If a Single Audit was completed was it uploaded into the FAC?                          Yes  No
### Consolidated Financial Report (CFR) or Consolidated Grant Financial Report (CGFR)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>n/a</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is your agency required to file a CFR or CGFR?</td>
<td></td>
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</tr>
<tr>
<td>If your agency is required to file a CFR or CGFR, did the independent</td>
<td></td>
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<tr>
<td>auditor express an opinion on them? If your agency is required to file,</td>
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<tr>
<td>instructions are attached for the auditor to use in preparing an In</td>
<td></td>
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</tr>
<tr>
<td>Relation To Opinion.</td>
<td></td>
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</tr>
<tr>
<td>Does the Report of Service Units include all clients served regardless</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>of the referral source?</td>
<td></td>
<td></td>
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<tr>
<td>Can the Cost schedule of the CFR or CGFR be tied to the Statement of</td>
<td></td>
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</tr>
<tr>
<td>Functional Expenses contained in the audit report?</td>
<td></td>
<td></td>
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<tr>
<td>If the Cost schedule of the CFR or CGFR cannot be tied to the Statement</td>
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<tr>
<td>of Functional Expenses contained in the audit report, please construct</td>
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<tr>
<td>and provide a crosswalk between the Cost schedule and the Statement of</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Functional Expenses.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are any non-allowable costs as defined by 89 Illinois Administrative</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Code Section 356.60 (Disallowable Costs and Reduced Reimbursement)</td>
<td></td>
<td></td>
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<tr>
<td>included in any program columns of the CFR or CGFR? A list of non-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>allowable costs is repeated at the end of this document for reference.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If non-allowable costs are included in any program columns of the CFR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>or CGFR, please prepare and enclose a schedule that identifies the</td>
<td></td>
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<tr>
<td>non-allowable cost item, the reported amount, and the program column</td>
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<tr>
<td>and line number containing the non-allowable cost. This schedule may</td>
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</tr>
<tr>
<td>be bound in the report.</td>
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<td></td>
</tr>
</tbody>
</table>

### Licensed Child Welfare Agency Management Self Reporting Form

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>n/a</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the private agency licensed by the Department?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If the private agency is licensed by the Department, please enclose the</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>most recently completed Licensed Child Welfare Agency Management Self</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reporting Form.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Illinois Attorney General Form 990

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>n/a</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the private agency required to file the Illinois Attorney General AG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>990 form?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If the private agency completes Form AG-990, please enclose the most</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>recently completed AG-990 form.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Other Items** – may require a brief dialog with the auditing firm

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Were the auditor’s procedures sufficient to provide reasonable assurance that material related party transactions for which FASB ASC 850-10-50 requires disclosure are adequately identified?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>During the course of the audit, did the auditor become aware of the possible existence of material related party transactions that could affect the financial statements or of common ownership or management control relationships for which FASB ASC 850-10-50 requires disclosure?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If related party transactions are present and FASB ASC 850-10-50 requires their disclosure, please enclose a schedule that identifies the payee, the relationship between the related parties, a brief description of the item or services purchased and the amount paid.</td>
<td>Enclosed</td>
<td>n/a</td>
</tr>
<tr>
<td>Does a reasonable and consistent cost allocation plan (methodology used to allocate the indirect, and management and general costs) exist that is based on the benefit received by each program, administrative activity, or function?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Was a reasonable and consistent cost allocation plan utilized for the actual allocation of indirect and management and general costs?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Does a reasonable segregation of duties exist for the finance and accounting functions?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Does the accounting system minimally include a chart of accounts and appropriate accounting journals?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Is the chart of accounts at least as detailed as the authorized budget (if applicable) by cost category?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>1. To the best of your knowledge, were tests performed during the audit process sufficient to determine that transactions were properly recorded and charged to the correct program?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>2. Does a written policy exist for the accrual and use of benefit time?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>3. If a written policy exists, was benefit time accrued and used in accordance with the written policy?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4. To the best of your knowledge, were time and attendance records tested to insure staff costs were assigned to the appropriate cost center?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>5. Are payroll costs allocated among two (2) or more programs?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>6. If payroll costs are allocated among two (2) or more programs, was a generally accepted allocation method used to assign payroll costs across multiple programs?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>7. Are non-payroll costs allocated among two (2) or more programs?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>8. If non-payroll costs are allocated among two (2) or more programs, was a generally accepted allocation method used to assign non-payroll costs across multiple programs?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

-- This section continues on the next page --
If the answer to any of the above questions numbered 1, 2, 3, 4, 6 or 8 is "No", please identify the amount and location of the associated cost(s) reported in the CFR or CGFR, or any other cost reporting document provided the Department as a replacement for annual reporting on the CFR, in a schedule similar to that presented below.

<table>
<thead>
<tr>
<th>Program Name</th>
<th>Amount</th>
<th>Line #</th>
<th>Amount</th>
<th>Line #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transactions not supported by appropriate...</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefit time not accrued and used in accordance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>with written policy</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff and related costs assigned to a program...</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>supported by time and attendance records or a...</td>
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<tr>
<td>generally accepted allocation method.</td>
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</tbody>
</table>

Have the Cost and Revenue schedules of the CFR and/or CGFR been subjected to the auditing procedures applied in the audit of the basic financial statements? Refer to the point captioned "Instructions for the Auditor – In Relation To Opinion of the Consolidated Financial Report (CFR)".

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

If yes, are the cost and revenue schedules fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
➢ Contact Information and Certification

Name of Lead Auditor: ________________________________

Name of Auditing Firm: ________________________________________

Address of Auditing Firm: ______________________________________

CPA Licensee Number: ________________________________________

Contact Person At Provider Agency: ______________________________

Email: ______________________________________

Phone Number: ______________________________

I certify that the information above is true and accurate to the best of my knowledge.

Executive Director

Printed Name ______________________________ Signature ______________________________

Chief Financial Officer

Printed Name ______________________________ Signature ______________________________

Board President

Printed Name ______________________________ Signature ______________________________

Board Treasurer

Printed Name ______________________________ Signature ______________________________

<table>
<thead>
<tr>
<th><strong>Consolidated Financial Report (CFR)</strong></th>
</tr>
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<tbody>
<tr>
<td>Provider agencies contracted for delivery of 24-hour substitute care services(^1), and Intact Family Services programs shall submit an annual Consolidated Financial Report (CFR) regardless of the DCFS funding amount.</td>
</tr>
</tbody>
</table>

\(^1\)24-hour Substitute Care Services include:
- Childcare Institution Programs
- Shelter Care Programs
- Group Homes Programs
- Independent Living and Transitional Living Programs
- Community Integrated Living Arrangements Programs
- Agency Foster Care Programs
Most generally excluded from reporting on the CFR are governmental entities, individuals, contractual employees, electronic data processing services, and out of state providers serving 5 or fewer DCFS youth.

If a certified independent financial audit is NOT required, but your agency is required to submit a CFR, the CFR is not required to be audited.

If you are required to submit the CFR to more than one State Agency (Illinois Department of Human Services (DHS), Children and Family Services (DCFS) and the State Board of Education/Illinois Purchase Care Review Board (ISBE/IPCRB)), you must start all the CFR schedules (except Report of Service Units) with the “Total Agency” columns, taken from the audited financial statements, then break out into columns, all programs that all entities require you to report in detail. In this way, only one set of CFR schedules needs to be completed, with copies submitted to all the entities requiring submittal.

All seven (7) schedules of the Consolidated Financial Report must be completed.
1. Agency Information Page
2. Program Names Schedule
3. Costs Schedule
4. Revenues Schedule
5. Service Unit Schedule
6. Personnel Schedule
7. Contractual Schedule

Two applications may be used to electronically collect Consolidated Financial Report (CFR) data from provider agencies. Submission of your CFR through the applications’ sends the data to each applicable Illinois state agency.

The first application is through the Illinois State Board of Education (ISBE): https://sec1.isbe.net/cfr. To set up a new account go to: https://sec1.isbe.net/cfr/adminsetup.aspx.

The second application is the Community Service Agreement (CSA) through the Department of Human Services (DHS). If you need to register for the CSA or need a password reset to CSA please contact the Office of Contract Administration at 217-785-9260.

Consolidated Grant Financial Report (CGFR)
Grantees paid a monthly or quarterly rate shall submit an annual Consolidated Grant Financial Report (CGFR) when the grant agreement accrues revenue exceeding $150,000 from the Department during the State Fiscal Year.

If a certified independent financial audit or Agreed Upon Procedures Audit is NOT required, but your agency is required to submit a CGFR the CGFR is not required to be audited.

The CGFR will resemble the GATA budget form but contain columns for all contracts, all other and agency total. The total shall tie to the required audited financial statements.

CFR and CGFR Submittal
The provider agency shall submit an electronic copy of all required reports and attachments via the Audit Report Review Management (ARRM) System.
Requests for extensions of the CFR should be sent on or before the due date to:

Office of Planning and Budget Development  
Department of Children and Family Services  
Mail Station 440  
406 East Monroe Street  
Springfield, Illinois 62701-1498

Failure to comply with financial and statistical reporting requirements will follow the Grantee Compliance Enforcement System policy and may result in being placed on the Illinois Stop Payment List.

Please note the contract program plan may identify financial and statistical reporting requirements in addition to those stated here. The provider agency shall adhere to additional reporting requirements if stated in the contract program plan.

Questions regarding the Independent Audit or Single Audit should be directed to Adrienne Bell in the Department’s Office of Financial Review at Adrienne.Bell@illinois.gov or (708)210-3718. Questions regarding who is required to report, the CFR and the new web based system should be directed to Janet McKeown with the Office of Planning and Budget at Janet.Mckeown@illinois.gov or (217)557-2470.
**Instructions for the Auditor** – “In Relation To” Opinion of the Consolidated Financial Report (CFR)

The independent certified public accountant may elect to add a paragraph to the opinion on the basic financial statements. Or, the independent certified public accountant may issue a separate report on the supplementary information. In either case, an opinion must be expressed on the Cost and Revenue schedules of the CFR. A example of an acceptable opinion follows:

Our audit was performed for the purpose of forming an opinion on the basic financial statements of XYZ, taken as a whole. The accompanying supplemental information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The manner and extent to which the independent certified public accountant performs particular procedures to support their opinion on the CFR are determined by the independent certified public accountant using his or her professional judgment, but those procedures must include at least the following:

- Agreeing the total expense amounts detailed in the CFR Schedule of Program Costs to the provider’s GAAP based financial statements.
- Agreeing the total revenue amounts detailed in the CFR Schedule of Program Revenue to the provider’s GAAP based financial statements and to the program that the revenue was received for.
- Reviewing the methodology used to allocate costs among programs for reasonableness ensuring that the methodology was consistently followed. Agreeing allocated amounts to the general ledger and applicable payroll records.
- Read 89 Illinois Administrative Code 356.60 (Disallowable Costs and Reduced Reimbursement) and the CFR instructions to ensure that those costs are included on Line 47 of the CFR and a detailed list of those costs are included either in a separate attachment or through the use of the on-line CFR.
- Mathematically checking all footings and cross footings on the CFR Schedule of Program Costs and Revenues.
Section 356.60 Disallowable Costs and Reduced Reimbursement

Certain costs shall not be considered by the Department for reimbursement. Cost standards may be applied to costs claimed to yield reasonable costs. Disallowable costs shall include:

a) expenses resulting from transactions with related parties and/or parent organizations which are greater than the expense to the related party;

b) non-straight-line depreciation;

c) research items except as approved by the Department for program evaluation;

d) bad debts;

e) special benefits to owners, including owner and key-man life insurance;

f) compensation to non-working owners and officers;

g) discounts, rebates, allowances, and charity grants offered by the agency;

h) entertainment expenses;

i) fund-raising;

j) revenue producing expenses;

k) legal fees for litigation with governmental agencies;

l) non-program related activities;

m) membership to national, state, or parent organizations;

n) awards and grants to individuals;

o) fines and penalties;

p) mortgage and loan principal payments;

q) contingency funds;

r) losses on other grants and contracts;

s) expenses relating to the development of bids or proposals;

t) housing of non-clients (does not prohibit the expense of live-in staff);

u) severance pay;

v) federal and state income tax;

w) sales tax; and

x) other costs not reasonably related to services.

For providers with budget based Agreements that receive between $150,000 and $300,000 in Federal and State grant awards combined, excluding any Fixed Rate Grant Agreement Awards, an Agreed-Upon Procedures audit is required. The audit is limited in scope to the following three types of compliance:

i. Activities allowed or unallowed;

ii. Allowable cost/cost principles;

iii. Reporting – Which includes an “In Relation To” Opinion of the Consolidated Grant Financial Report (CGFR). The independent certified public accountant may elect to add a paragraph to the opinion on the basic financial statements. Or, the independent certified public accountant may issue a separate report on the supplementary information. In either case, an opinion must be expressed on the Cost and Revenue schedules of the CFR.
Special Instructions for Reporting Medicaid Revenues Paid through DCFS Medicaid Carve Out (MRC and MFC) Agreements

Beginning on July 1, 2013 (FY2014), the majority of funding for Medicaid Mental Health Services provided to youth residing in institution and group home settings has been disbursed through Medicaid Carve Out (MRC) Agreements. Beginning July 1, 2017 (FY2018), DCFS will begin a pilot program for Medicaid Carve Out for specialized foster care (MFC).

For cost reporting years ending in 2015 through 2019, providers may choose to report the costs and revenues associated with MRC contracts separately on the CFR (not combined with any other programs i.e. Medicaid Group Home, Medicaid Institution and Medicaid Group Home Fee for Service). If the revenues and expenses are not reported separately, they should be reported in the Medicaid Agreement where the costs to provide the Medicaid Mental Health Services are recorded. For the cost reporting year ending in 2018 and 2019, the same provisions will be applicable to the MFC Agreements.

If reported separately, the Medicaid Carve Out Agreements are not subject to excess revenue reviews. If reported in their respective contract that the costs were incurred they are subject to the excess revenue reviews.
Resolution
FI-R-0247-18

ACCEPTANCE AND APPROPRIATION OF THE
VIOLENT CRIME VICTIMS ASSISTANCE PROGRAM GRANT PY 2019
AGREEMENT NO. 19-0620
COMPANY 5000 - AGENCY 6620
$31,500

(Under the administrative direction of the DuPage County State’s Attorney’s Office)

WHEREAS, the County of DuPage, through the DuPage County State’s Attorney’s Office, has been notified by the Office of the Attorney General of the State of Illinois that grant funds in the amount of $31,500 (THIRTY-ONE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS) are available for continuing operation of a victim and witness assistance center in DuPage County; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. 19-0620 with the Office of the Attorney General of the State of Illinois, 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 grant agreement is from July 1, 2018 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 Agreement No. 19-0620 (Attachment II) between DuPage County and Office of the Attorney General of the State of Illinois 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 $31,500 (THIRTY-ONE THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS) be made to establish the Violent Crime Victims Assistance Program Grant PY 2019, Company 5000 - Accounting Unit 6620, for the period July 1, 2018 through June 30, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County State’s Attorney is authorized to execute and sign Agreement No. 19-0620 as the Authorized Representative; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and associated headcount; and
Resolution
FI-R-0247-18

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

Enacted and approved this 17th day of July, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE
VIOLENT CRIME VICTIMS ASSISTANCE PROGRAM GRANT PY 2019
AGREEMENT NO. 19-0620
COMPANY 5000 – ACCOUNTING UNIT 6620
$31,500

REVENUE

41400-0008 – State Operating Grant – MISC $ 31,500

TOTAL ANTICIPATED REVENUE - $ 31,500

EXPENDITURES

PERSONNEL

50000 - Regular Salaries $ 31,500

TOTAL PERSONNEL $ 31,500

TOTAL ADDITIONAL APPROPRIATION $ 31,500
Attachment II

OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

VIOLENT CRIME VICTIMS ASSISTANCE PROGRAM
GRANT AGREEMENT
Grant 19-0620

This agreement, made this ___ day of __________, 2018, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and DuPage County, an Illinois governmental entity hereinafter referred to as Grantee, witnesseth:

WHEREAS, sections 6 and 7 of the Violent Crime Victims Assistance Act (725 ILCS 240/6, 7) authorize the Administrator to designate as victim and witness assistance centers, any public or private nonprofit agencies, and to award grants to such agencies for the establishment and operation of such centers pursuant to the Violent Crime Victims Assistance Act (725 ILCS 240/1 et seq.); and

WHEREAS, the Administrator has promulgated rules to implement the provisions of the Violent Crime Victims Assistance Act, which are codified at Title 89 of the Illinois Administrative Code, Part 1100 (hereafter referred to as the “Rules”), and including procedures for the designation and funding of victim and witness assistance centers; and

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated, February 01, 2018, together with plans and specifications for the development and operation of a victim and witness assistance center in the County(ies) of DuPage, State of Illinois; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with the standards, procedures, and objectives of the Violent Crime Victims Assistance Act and the rules implementing said Act; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Violent Crime Victims Assistance Act, and in consideration of Grantee’s representations contained in its grant proposal dated February 01, 2018, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:
1. TERM. The term of this Agreement is for a period of twelve (12) months, commencing July 1, 2018, and ending June 30, 2019, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:

(a) Grantee shall operate a program in accordance with "Program Description B" and "Clients Served C" of the application submitted to the Administrator;

(b) Grantee shall use $31,500.00 of grant funds toward the salary for the Victim Witness Advocate who works 37.5 hours per week and will devote 28 hours per week performing direct services.

(c) Direct services to victims and witnesses of violent crimes include, but are not limited to: notification regarding status of the case and dates of court proceedings, information about the criminal justice system, information about constitutional rights set forth in Article I, section 8(a) of the Illinois Constitution, information about statutory rights set forth in the Rights of Crime Victims and Witnesses Act (725 ILCS 120/1 et.seq.), assistance with completion and filing of the written notice of victim's assertion of rights, restitution, assistance with statements at sentencing, assistance with employers, assistance with return of property, court advocacy, emotional support, information about crime victim compensation and the Automated Victim Notification system, cooperation with the Administrator's staff in the Crime Victim Services unit to seek restitution for awards made by the crime victim compensation program, and networking with community groups, social service agencies, and law enforcement organizations that provide additional services for crime victims. Networking and case review meetings shall not exceed 10% of the required VCVA funded hours. Direct services do not include: supervision of staff, administration of the program, development of the program, fundraising, outreach or education;

(d) Grantee shall maintain time and attendance records for funded staff reflecting the dates and hours providing direct services set forth in paragraph 2(b) and (c);

(e) Grantee shall have funded staff complete one Administrator-sponsored training during the term of the grant as follows:

(i) Grantee shall have funded staff complete the basic 40-hour Illinois Victim Assistance Academy, if the funded staff has not completed a basic Academy and the basic Academy is offered during the term of the grant;
(ii) If funded staff has completed the basic Academy but has not attended the Advanced Illinois Victim Assistance Academy, Grantee shall have funded staff apply to attend the Advanced Academy, if it is offered during the term of the grant;

(iii) If funded staff has completed the basic 40-hour Illinois Victim Assistance Academy and does not attend the Advanced Illinois Victim Assistance Academy during the term of the grant, Grantee shall have funded staff complete any other Administrator-sponsored training during the term of the grant when available;

(f) Grantee shall maintain an accounting system in accordance with Section 1100.200 of the Rules;

(g) Grantee shall submit to the Administrator financial and activity reports each quarter covering the previous three (3) month period. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than fifteen (15) days following the end of the reporting period. Such reports shall contain the information required by Section 1100.270(a) and (b) of the Rules. Failure to comply with the deadlines for filing reports may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

(h) Grantee shall provide information regarding the Illinois Crime Victims Compensation program to all clients who have been victims of violent crime. To that end, Grantee shall maintain a supply of current materials, including, but not limited to, Crime Victims Compensation applications and Instruction Sheets, and Crime Victims Compensation FAQ sheets. Grantee shall attend Administrator-sponsored trainings regarding the Crime Victims Compensation program as requested by the Administrator. Grantee shall submit to the Administrator data substantiating Grantee's compliance with this subsection on Grantee's quarterly activity reports;

(i) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement; and

(j) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support from the Violent Crimes Victims Assistance Fund to Grantee in the amount of $31,500.00. Grantee agrees to use such funds solely for the provision
of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph 4 of this Grant Agreement. Administrator shall complete processing for payment of 25 percent of said grant award within 45 days of the execution of this Grant Agreement. The remaining, unpaid balance of said grant award shall be processed for payment in three (3) equal installments within 30 days after the end of each subsequent calendar quarter, provided that the Grantee has complied with quarterly reporting requirements as required under paragraph 2 of this Grant Agreement, on the conditions that sufficient funds have been deposited into the Violent Crimes Victims Assistance Fund and that such funds have been appropriated for the purposes of this Grant Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement. The Administrator may delay the distribution of funds if a quarterly report reflects that the Grantee has unexpended funds at the end of the quarter, resulting from a failure to obtain approval for the modification of services, including personnel, or to provide the services specified in the Grant Agreement.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend the time constraints for the provision of such services as provided herein unless it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

(a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;

(b) Incur expenses or financial obligations from such grant award in any line item category of such project budget in excess of the amount provided in such line item category; or

(c) Transfer any money from one line item category of such project budget to another line item category of such project budget except that a total amount of less than $1,000 may be transferred within the budget without prior consent if done in accordance with the requirements and restrictions of the applicable Quarterly Report Instructions.

5. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.
6. **TERMINATION OF AGREEMENT.** This Agreement may be terminated and canceled for cause by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds, as provided in the rules promulgated by the Administrator for the implementation of the Violent Crime Victims Assistance Fund.

7. **EXPENDITURE OF GRANT FUNDS.**

   (a) All grant funds awarded hereunder shall be expended within the term of this Grant Agreement. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.), as now or hereafter amended; and all the terms, conditions, and provisions of the Illinois Grant Funds Recovery Act apply to this Grant Agreement and are made a part of this Grant Agreement the same as though they were expressly incorporated and included herein.

   (b) Grantee agrees that neither it nor its employees shall:

   1) knowingly use grant funds, or good or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity; or

   2) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity (30 ILCS 705/4.3).

   For purposes of this paragraph, "prohibited political activity" has the meaning established in Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5). Grantee acknowledges that a knowing violation of this paragraph is a business offense and that Grantee may be fined up to $5,000.

8. **SEVERABILITY.** This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.
9. PERSONNEL. Grantee shall appoint, assign, and commit the following named person or persons to perform the services to be provided by Grantee:

Kathleen McGimpsey, Victim Witness Advocate

If for any reason Grantee finds it necessary or desirable to substitute, add, or subtract personnel to perform its services under this Agreement, Grantee shall submit a written notice to Administrator within ten (10) days of the personnel substitution, addition, or subtraction. Such notice shall be submitted on a form prescribed by the Administrator. Any substitutions or additional personnel must meet the qualifications of the written job description on file with the current application. Failure to timely provide notice may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

10. CHARITABLE ORGANIZATION STATUS. Grantee certifies that it is not a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 et seq.) and the Solicitation For Charity Act (225 ILCS 460/0.01 et seq.), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau. Grantee, if subject to either of these Acts, agrees to notify the Administrator of the filing of appropriate registration materials and annual reports with the Attorney General's Charitable Trust Bureau that occurs after the date of this Agreement. Failure to timely submit all appropriate materials and reports to the Charitable Trust Bureau may result in the delay of payment, the withholding or suspension of the distribution of funds, or the termination of this Agreement.

11. CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

12. DISCRIMINATION.

(a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.) are applicable to this contract.

(b) Grantee hereby agrees to:

1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and

3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. 775 ILCS 5/2-105.

(c) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the regulations promulgated thereunder (28 C.F.R.§35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Grant Agreement, Grantee certifies that services, programs, activities provided under this Grant Agreement are and will continue to be in compliance with the ADA.

13. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain 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 5/6-101).

14. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986).

15. BRIBERY. Grantee hereby certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, State, or local governmental entity. 30 ILCS 500/50-5. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

16. FELONY CONVICTION. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-10 of the Illinois Procurement Code (30 ILCS 500/50-10), which prohibits a person or business convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for that felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business.
Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

17. SARBANES-OXLEY ACT. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5 of the Illinois Procurement Code (30 ILCS 500/50-10.5), which prohibits a business from bidding on or entering into a contract or subcontract under the Code, if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

18. NON-ASSISTANCE CERTIFICATION. Grantee certifies that it is not barred from being awarded a contract under Section 50-10.5(e) of the Illinois Procurement Code (30 ILCS 500/50-10.5(e)), which prohibits a person or business from bidding on or entering into a contract with the State if the person or business:

(a) assisted the State or the Administrator in determining whether there is a need for the contract except as part of a response to a publicly issued request for information; or

(b) assisted the State or the Administrator by reviewing, drafting, or preparing any invitation for bids, a request for proposal, or request for information or provided similar assistance, except as part of a publicly issued opportunity to review drafts of all or part of these documents.

For purposes of this Certification, "business" includes all individuals with whom a business is affiliated, including, but not limited to, any officer, agent, employee, consultant, independent contractor, director, partner, manager, or shareholder of business.

19. DEBT DELINQUENCY. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-11 of the Procurement Code (30 ILCS 500/50-11), which prohibits any person who knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State from entering into a contract with a State agency, unless that person or affiliate of that person, has entered into a deferred payment plan to pay off the debt. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

20. USE TAX. Grantee certifies that neither it nor any of its affiliates is barred from entering into a contract or subcontract under Section 50-12 of the Illinois Procurement Code (30 ILCS 500/50-12), which prohibits a person from entering
into a contract with a State agency, unless the person and all of the person's affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person or affiliate is a "retailer maintaining a place of business within Illinois." Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

21. ENVIRONMENTAL PROTECTION ACT. Grantee certifies that it is not barred from being awarded a contract or subcontract under Section 50-14 of the Illinois Procurement Code (30 ILCS 500/50-14), which prohibits for a period of five (5) years a person or business from doing business with the State of Illinois, including any State agency if the person or business has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act and unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is no practicable contractual alternative available to the State. Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

22. FORCED LABOR. Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of $1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

23. CHILD LABOR CERTIFICATION. Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (30 ILCS 584/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of $1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

24. EDUCATIONAL LOANS. To the extent that the Educational Loan Default Act (5 ILCS 385/1 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.
25. **BID RIGGING AND BID ROTATING.** Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/33E-3, 33E-4).

26. **DUES TO CLUBS WHICH DISCRIMINATE.** Grantee certifies that it is not prohibited from providing goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois 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 25/2.

27. **INTERNATIONAL ANTI-BOYCOTT.** Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 (50 App. U.S.C. §2401 et seq.) or the regulations of the United States Department of Commerce promulgated under that Act.

28. **DRUG FREE WORKPLACE CERTIFICATION.** This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act by:

(a) Publishing a statement:

   i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;

   ii) Specifying the actions that will be taken against employees for violations of such prohibition; and

   iii) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

       A) Abide by the terms of the statement; and

       B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:
i) The dangers of drug abuse in the workplace;

ii) Grantee's or contractor's policy of maintaining a drug free workplace;

iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

iv) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Administrator within ten (10) days after receiving notice under part (B) of paragraph (iii) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

29. REVOLVING DOOR PROHIBITION CERTIFICATION. Grantee certifies that it is not barred from engaging in any procurement activities under Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50-30).

30. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Grantee certifies, under penalty of perjury, that its Federal Taxpayer Identification Number listed herein is accurate and true. Grantee further certifies that it is not subject to backup withholding because: (a) Grantee is exempt from backup withholding; or (b) Grantee has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified Grantee that it is no longer subject to backup withholding. Grantee also certifies that it is a U.S. citizen or other U.S. person.

Name of Grantee  DuPage County  
(This should match the exact name on file with the IRS for the TIN Number provided below)

TIN Number (Federal Employer Identification Number): 36-6006551
Grantee certifies that it is performing the services covered by this Agreement as a(n): (please check one)

☐ Individual
☐ Sole Proprietorship
☐ Single-Member Limited Liability Company
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Estate or trust
☐ Limited Liability Company (select applicable tax classification)
  ☐ C Corporation
  ☐ S Corporation
  ☐ Partnership
☒ Other: ________________________________

☐ Governmental Entity—Political Subdivision of the State of Illinois
☐ Nonprofit corporation exempt under IRS Code Section 501(c)(3)

31. BOARD OF ELECTIONS REGISTRATION CERTIFICATION. Grantee certifies that either (check applicable box):

☐ The Grantee is not required to register as a business entity with the State Board of Elections pursuant to sections 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160) and Title 44, Section 1300.08 of the Attorney General's Procurement rules with respect to its contracts, bids, and proposals with the Office of the Attorney General; or

☐ The Grantee has registered as a business entity with the State Board of Elections with respect to its contracts, bids, and proposals with the Office of the Attorney General and acknowledges a continuing duty to update the registration.

This contract is voidable in accordance with the provisions of section 50-60 of the Procurement Code (30 ILCS 500/50-60) for Grantee's failure to comply with section 20-160 with respect to the Grantee's contracts, bids, and proposals with the Attorney General.

32. NOTICES. All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the parties at the addresses given below, unless otherwise instructed:
ADMINISTRATOR:

Attorney General of the State of Illinois
Violent Crime Victims Assistance Program
100 West Randolph Street, 13th Floor
Chicago, Illinois 60601

GRANTEE:

DuPage County
503 N. County Farm Road
Wheaton, IL 60187

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified and referred to. The grant number of this Grant Agreement is 19-0620.

33. MAINTENANCE OF RECORDS. Grantee shall maintain and preserve all books, records, or papers relating to the programs or projects for which funds were provided under this contract, including the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract for a period of five (5) years after the completion of the contract. Grantee shall make available the contract and all books, records, and papers related to the contract for review and audit by the Auditor General of the State of Illinois or the Administrator. Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of the Administrator for the recovery of any funds paid under the Grant Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

34. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

35. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

36. APPLICABLE LAWS. The Grant Agreement and the Grantee's obligations and services under the Grant Agreement are hereby made subject to and must be performed in compliance with all Federal and State laws. The Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

Page 13 of 15
IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

Administrator:

By: __________________________________________

Lisa Madigan, Attorney General

________________________________________

Date

Grantee:

By: __________________________________________

________________________________________

Type or print name and title

________________________________________

Date

GRANTEE CERTIFICATION:

I, __________________________________________, __________________________________________,

(Print Name) (Print Title)

hereby certify under oath, in accordance with section 4 of the Illinois Grant Funds Recovery Act (30 ILCS 705/4 (West 2016)), that all information in this Grant Agreement is true and correct to the best of my knowledge, information and belief. I further certify, under oath, that the funds shall be used only for the purposes set forth in this Grant Agreement and that the award of grant funds is conditioned upon this certification.

________________________________________

(Signature)

Subscribed and sworn before me on this ___ day of ___, 2018.

________________________________________

Notary Public
**EXHIBIT A**  
**VIOLENT CRIMES VICTIM ASSISTANCE PROGRAM**  
**PROJECT BUDGET**  
Grant 19-0620

**PERSONNEL:**

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**TOTAL EXPENSES**

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June 18, 2018

Mr. Grant Eckhoff
Chairman of the Judicial
Public Safety Committee
County Board Offices
421 N. County Farm Road
Wheaton, IL 60187

RE: Monthly Statistical Report

Dear Mr. Eckhoff:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender’s Office through May 31, 2018.

Sincerely,

JEFFREY R. YORK
Public Defender of DuPage County

JRY/mb
encl.
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APPENDIX:

PUBLIC DEFENDER'S OFFICE

DEP2008
