CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

CHAIRMAN'S REMARKS

APPROVAL OF MINUTES:

BUDGET TRANSFERS

A. Budget Transfers -- Transfer of funds from account nos 53510 (travel expense), 51010 (employer share IMRF), 51030 (employer share Social Security), 51040 (Employee med & hosp insurance) and 51050 (flexible benefit earnings) to account nos 52200 (operating supplies & materials), 53090 (other professional services), 50000 (regular salaries) and 53260 (wireless communication svc) for the Juvenile Justice Grant in the amount of $1644.00 to cover line adjustments per the granting agency.

B. Budget Transfers -- Transfer of funds from account nos 51010 (employer share IMRF), 51030 (employer share social security), 51050 (flexible benefit earnings), 52200 (operating supplies & materials), and 53090 (other professional services) to account nos 50000 (regular salaries) and 53600 (dues & memberships) for the Title IV-D Program in the amount of $6,517.00 to adjust budget lines to align with final expenditures.

C. Budget Transfers -- Transfer of funds from account nos 4400-51080 (wearing apparel reimb), 4410-51080 (wearing apparel reimb), 4415-51080 (wearing apparel reimb), 4400-53090 (other professional services), and 4415-53090 (other professional services) to account nos 4400-52220 (wearing apparel), 4410-52220 (wearing apparel), 53370 (repair & mtce other equip), 53250 (wired communication services) and 53260 (wireless communication svc) for the Sheriff's Office in the amount of $104,000.00 to cover invoices.

ACTION ITEMS

A. FI-R-0373-18 RESOLUTION -- Acceptance and Appropriation of the Victims of Crime Act-Child Advocacy Center Services Program Grant PY19 Agreement No. 216003, Company 5000 - Accounting Unit 6600 $91,168
B. JPS-P-0212-18 Recommendation for the approval of a contract purchase order to Logicalis, Inc., to provide IBM Lenovo Professional Technical Support along with needed hardware and software for the computer system of the Circuit Court Clerk, covering the period of September 1, 2018 to August 31, 2019, for a contract total amount of $205,331.62. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

C. JPS-P-0213-18 Recommendation for the approval of a contract purchase order to Der Graphics and Custom Filing Inc., to provide the 2019 Case File System for the Circuit Court Clerk, for a contract total amount not to exceed $34,213.00. Per lowest responsible bid #18-151-GV.

D. JPS-P-0214-18 Recommendation for the approval of a contract purchase order to Telelanguage, Inc., to provide video remote and telephonic interpreting services for the Circuit Court and Probation and Court Services, covering the period of September 1, 2018 through August 31, 2019, for a contract total amount not to exceed $30,000, per Proposal 17-196-JM.

E. 2018-183 Recommendation for the approval of a contract purchase order to Stanard & Associates, Inc., for the purchase of promotional exams for the Deputy Sheriffs, for a contract total amount not to exceed $6,550.00.

F. Authorization for Overnight Travel -- Authorization to Travel - OHSEM Director to travel to Springfield, IL on September 4th through September 6, 2018 to attend the IEMA Training Summit. Costs are being covered by DCHD PHEP grant funds. The approximate cost of this training is $0.00.

G. Authorization for Overnight Travel -- Authorization to Travel - OHSEM Supervisor to travel to Springfield, IL on September 4th through September 6, 2018 to attend the IEMA Training Summit. Costs are being covered by DCHD PHEP grant funds. The approximate cost of this training is $0.00.

H. Authorization for Overnight Travel -- Authorization to Travel - OHSEM Coordinator to travel to Springfield, IL on September 4th through September 6, 2018 to attend the IEMA Training Summit. Costs are being covered by DCHD PHEP grant funds. The approximate cost of this training is $0.00.

I. Authorization for Overnight Travel -- Authorization to Travel - OHSEM Coordinator to travel to Springfield, IL on September 4th through September 6, 2018 to attend the IEMA Training Summit. Costs are being covered by DCHD PHEP grant funds. The approximate cost of this training is $0.00.

J. Authorization for Overnight Travel -- Authorization to Travel - OHSEM Specialist to travel to Springfield, IL on September 4th through September 6, 2018 to attend the IEMA Training Summit. Costs are being covered by DCHD PHEP grant funds. The approximate cost of this training is $0.00.
8. INFORMATIONAL ITEMS
   A. Informational -- Public Defender's Office June 2018 Statistical Report

9. BUDGET PRESENTATIONS
   A. DuPage County Public Defender's Office Budget

10. OLD BUSINESS
    A. OHSEM Budget Clarification

11. NEW BUSINESS

12. ADJOURNMENT
**DuPage County, Illinois**

**BUDGET ADJUSTMENT**

**Effective September 21, 2018**

---

**From:** 5000  
**Company #**

<table>
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<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
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**To:** 5000  
**Company #**

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**Reason for Request:**

Adjust budget lines according to budget revisions per approval by grant agency.

---

**Activity**  
(optional)

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

---

**Finance Department Use Only**

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<th>2018</th>
<th>Budget Journal</th>
<th>Acctg Period</th>
<th>Entered By/Date</th>
<th>Released By/Date</th>
<th>Posted By/Date</th>
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**Minute Trac # 13088**

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**Packet Pg. 4**

---

**Attachment:** Juvenile r/ (17-18-765 : Budget Transfer-Juvenile Justice Grant-$1644.00)
### BUDGET ADJUSTMENT

**Effective September 21, 2016**

#### From: 5000

**Accounting Unit** | **Account** | **Sub-Account** | **Title** | **Prior to Transfer** | **After Transfer** | **Balance**
--- | --- | --- | --- | --- | --- | ---
6570 | 51010 |  | EMPLOYER SHARE I.M.R.F. | $815.00 | $56,571.02 | $56,566.02
6570 | 51030 |  | EMPLOYER SHARE SOCIAL SECURITY | $1,816.00 | $36,406.30 | $34,590.30
6570 | 51050 |  | FLEXIBLE BENEFIT EARNINGS | $190.00 | $890.00 | $700.00
6570 | 52200 |  | OPERATING SUPPLIES & MATERIALS | $1,886.00 | $3,915.68 | $2,049.68
6570 | 53090 |  | OTHER PROFESSIONAL SERVICES | $1,830.00 | $4,586.96 | $2,756.96

**Total** |  |  |  | $6,517.00 |

#### To: 5000

**Accounting Unit** | **Account** | **Sub-Account** | **Title** | **Prior to Transfer** | **After Transfer** | **Balance**
--- | --- | --- | --- | --- | --- | ---
6570 | 50030 |  | REGULAR SALARIES | $6,505.00 | $446,788.44 | $433,293.44
6570 | 53600 |  | DUES & MEMBERSHIPS | $12.00 | $1804.00 | $1816.00

**Total** |  |  |  | $6,517.00 |

---

**Reason for Request:**

Adjust budget balances to align with final expenditures for the grant.

---

**Activity:** T402018

---

**Finance Department Use Only**

- Fiscal Year: 2018
- Budget Journal #: __________
- Accounting Period: __________
- Entered By/Date: __________
- Released By/Date: __________
- Posted By/Date: __________

---

**Signature:**

- Department Head: [Signature] 7/12/2018
- Chief Financial Officer: [Signature] 7/13/18

---

**Attachment:** IV-D Program (17-18-766 : Budget Transfer-Ttitle IV-D-$6,517.00)
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2016

From: 1000  

Sheriff  
Company/Accounting Unit Name

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Total $ 104,000.00

To:  

Finance Dept Use Only

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Total $ 104,000.00

Reason for Request:

To cover invoices

Activity (optional)

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

Finance Department Use Only

Fiscal Year 2018  Budget Journal #  Acctg Period

Entered By/Date ____________ Released By/Date ____________ Posted By/Date ____________

JPS 8/7  FWN 8/11  CB 8/11
Resolution

FI-R-0373-18

ACCEPTANCE AND APPROPRIATION
OF THE VICTIMS OF CRIME ACT-
CHILD ADVOCACY CENTER SERVICES PROGRAM GRANT PY19
AGREEMENT NO. 216003
COMPANY 5000 - ACCOUNTING UNIT 6600
$91,168

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

WHEREAS, the County of DuPage, on behalf of the DuPage County Children’s Center and under the direction of the DuPage County State’s Attorney’s Office, has been notified by the Children’s Advocacy Centers of Illinois that grant funds in the amount of $72,934 (SEVENTY-TWO THOUSAND, NINE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS) are available to be used for the express purpose of the Victims of Crime Act - Child Advocacy Center Services Program; and

WHEREAS, to receive said grant funds, the County of DuPage, on behalf of the DuPage County State’s Attorney’s Office must enter into Agreement No. 216003 with the Children’s Advocacy Centers of Illinois, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, to receive said grant funds, the County of DuPage must provide matching funds in the amount of $18,234 EIGHTEEN THOUSAND, TWO HUNDRED THIRTY-FOUR AND NO/100 DOLLARS); and

WHEREAS, said matching funds in the amount of $18,234 (EIGHTEEN THOUSAND, TWO HUNDRED THIRTY-FOUR AND NO/100 DOLLARS) is budgeted for in Fiscal Year 2018 and will be provided by the General Fund-Children’s Center (Company 1000 - Accounting Unit 6510 - Account 53700); and

WHEREAS, the term of the grant agreement is from July 9, 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 DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Agreement No. 216003 (Attachment II) between the DuPage County, on behalf of the DuPage County Children’s Center and under the direction of the DuPage County State’s Attorney Office, and the Children’s Advocacy Centers 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 $91,168 (NINETY-ONE THOUSAND, ONE HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS) be made to establish the Victims of Crime Act-Child Advocacy Center Services Program Grant PY19, Company 5000 - Accounting Unit 6600, for the period July 9, 2018 through June 30, 2019; and
Resolution
FI-R-0373-18

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial Public Safety Committee shall review the need for continuing the specified program and head count; 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 14th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
ATTACHMENT I

ADDITIONAL APPROPRIATION
TO ESTABLISH THE VICTIMS OF CRIME ACT
CHILD ADVOCACY CENTER SERVICES PROGRAM GRANT PY19
AGREEMENT NO. 216003
COMPANY 5000 – ACCOUNTING UNIT 6600
$91,168

REVENUE

41000-0004 – Federal Operating Grant – DOJ $ 72,934
46031-0000 – Matching Contributions 18,234

TOTAL ANTICIPATED REVENUE $ 91,168

EXPENDITURES

PERSONNEL

50000-0000 – Regular Salaries $ 91,168

TOTAL PERSONNEL $ 91,168

TOTAL ADDITIONAL APPROPRIATION $ 91,168
GRANT AGREEMENT
BETWEEN
Children’s Advocacy Centers of Illinois
AND
Jeanine Narcisco Children’s Advocacy Center

The Children’s Advocacy Centers of Illinois (Grantor), with its principal office at 400 S. 9th St., Suite 203, Springfield, IL 62701, and Jeanine Narcisco Children’s Advocacy Center (Grantee), with its principal office at 422 North County Farm Road, Wheaton, IL, 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, 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] Governmental Unit
- [ ] Medical Corporation
- [ ] Estate or Trust

- [ ] Pharmacy-Non Corporate
- [ ] Pharmacy/Funeral Home/Cemetery Corp.
- [ ] Tax Exempt
- [ ] Limited Liability Company (select applicable tax classification)
- [ ] P = partnership
- [ ] C = corporation

1.2. Amount of Agreement. Grant Funds shall not exceed $72,934, of which $72,934 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 Federal Award Identification Number (FAIN) is 2016-VA-GX-0027 the Federal awarding agency is Office of Justice Programs, Office for Victims of Crime, and the Federal Award date is September 6, 2016, Federal Fiscal Year 2016. The Catalog of Federal Domestic Assistance (CFDA) Name is Crime Victim Assistance Grant Program and Number is 16.575. The Catalog of State Financial Assistance (CSFA) Number is 546-00-1474.
1.4. **Term.** This Agreement shall commence on July 9, 2018 and 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: ____________________________
[Kim Manglaradino], [Executive Director]
Children’s Advocacy Centers of Illinois

By: ____________________________ Date: ____________________________
Dan Cronin, Chairman
DuPage County

By: ____________________________ Date: ____________________________
Paul Rafac, Chief Financial Officer
DuPage County

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Children’s Advocacy Centers of Illinois
GRANT AGREEMENT FISCAL YEAR 2019
Page 2 of 58
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 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.

2.4. **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
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 III. 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 III. Admin. Code Part 7000.

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

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

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

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

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

“Disallowed Costs” has the same meaning as in 44 III. 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.

"ICJIA" means the Illinois Criminal Justice Information Authority.

"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. ICJIA or 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 ICJIA or the Federal funding source, (ii) the Governor or ICJIA reserves funds, or (iii) the Governor or ICJIA determines that funds will not or may not be available for payment. ICJIA or Grantor shall provide notice, in writing, to Grantee of any such funding failure and the 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 thirty (30) 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 ICJIA and 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 with prior approval from ICJIA. Grantor or ICJIA may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor or ICJIA believes Grantee will not use the funds during the Term, (ii) Grantor or ICJIA 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 ICJIA or the Federal funding source, (iv) the Governor or ICJIA reserves funds, or (v) the Governor or ICJIA 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). 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 fifteen (15) days of the end of the month. 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. All ICJIA-specific provisions and programmatic reporting required under this Agreement are described in PART TWO. All ICJIA and Children’s Advocacy Centers of Illinois Project-specific provisions and reporting required under this Agreement are described in PART THREE.

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.

5.2. **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 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

(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. **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.

7.5. **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.


7.7. **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.

7.8. **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.

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

**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
7.A.b

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(b)(G)).
A.b

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Attachment: AU6600 VOCA-Child Adv 216003 PY19 Attachment II Agreement 18-08-14 (FI-R-0373-18 : Child Advocacy Center Services Program

Agreement No. 216003

(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 150, 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.

(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

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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**

**LOYBING**

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

11.2. **Federal Form PLL.** 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 PLL, 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. **Subcontracts.** Grantee must include the language of this ARTICLE XII in the award documents for any subcontracts made pursuant to this Award at all tiers. All subcontracts are subject to certification and disclosure. Pursuant to Appendix H(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, ICJA, 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 through Grantor 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 or ICJIA’s request, documents and information relevant to the Award. Grantor and ICJIA 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 monthly 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. Reports must be submitted no later than 15 calendar days following the 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.

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(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 ICIA, 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 a more frequent requirement is 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. 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. 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. 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.


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 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. For public agencies, 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 or ICJIA for any...
or no reason upon thirty (30) calendar days' prior written notice to the other Party(ies). 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 or ICJIA 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 or ICJIA may terminate the Agreement in its entirety. 2 CFR 200.335(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor or ICJIA 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, ICJIA 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 or ICJIA 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 or ICJIA 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 or ICJIA. Grantor or ICJIA 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 or ICJIA may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor or ICJIA determines that non-compliance cannot be remedied by imposing additional conditions, Grantor or ICJIA may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor and ICJIA 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 or ICJIA 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 or ICJIA 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

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**Packet Pg. 27**

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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-GRAINS

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

17.2. Application of Terms. Grantee shall advise any subcontractor 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 the Grantee's ability to perform under this Agreement.

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

**ARTICLE XIX**

**STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. **Effect of Reorganization.** Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or 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).

**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(g). 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 ICIJA and either the Governor’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 Grantor Prior Approval for the use of those funds (2 CFR 200.457) 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 Illinois Criminal Justice Information Authority.” 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 or ICJIA and do not acquire any employment rights with Grantor or the State of Illinois by virtue of this Agreement. Grantor 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, Grantor’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 ICJIA 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 ICJIA. Indemnification by ICJIA will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor and ICJIA make 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 or ICIA 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 or ICIA.

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 or ICIA arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq.

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 ICIA all documents in its possession that ICIA 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 or ICIA 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, Grantor and ICIA have the right to recover reasonable attorneys’ fees, costs and expenses associated with such proceedings.
EXHIBIT A
PROJECT DESCRIPTION

The project has been implemented and the VOCA funds will be utilized to continue partially funding two (2) case managers who provide victim services and referrals to child victims of sexual and severe physical abuse as well as their non-offending family members. The Case Managers work together in teams providing criminal justice support/advocacy; personal, medical and emergency legal advocacy; information, referrals and follow-up contact. Generally, the case management duties include conducting service needs assessments, following up and assessing client progress and modifying service plans to accommodate changes. A case manager is assigned to each team and becomes involved in the case from intake.

The DuPage County Children’s Advocacy Center interacts with the YWCA as well as other counselors in the community by informing the victims of the counseling services they provide to help the victims and their non-offending families through these difficult times. The Center also interacts with Edward Hospital by having them perform specialized exams of the victims when needed. The doctors and nurses at Edward Hospital are trained to provide a caring environment which puts the victims a little more at ease with these types of examinations.

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. The Center investigators and Case Managers will also adjust their working hours to accommodate the needs of a victim’s families’ schedules.

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There are several ways victims and their non-offending families are made aware of the Crime Victim's Compensation Program. Every non-offending family that comes to the Children's Center is given a Crime Victim's Compensation Program application and pamphlet. The application and pamphlet are also available in the waiting room of the Children's Center. When a case manager attends a specialized medical exam with the families at Edward Hospital, they are also given Crime Victim's Compensation Program information. Many of the counselors to whom the case managers refer the families also give Crime Victim's Compensation Program information for counseling reimbursement.

The DuPage CAC's facility is large enough to safely accommodate the clientele and is handicapped accessible. The facility contains sufficient equipment and furniture to provide the services offered.

Due to the sensitive nature of the investigations, the Center does not use volunteers. All investigators and staff are employees of the DuPage State's Attorney's office and are subject to a criminal background check and fingerprinting at hiring.

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. Funds for training are available through the DuPage County State's Attorney's Office as well as the Friends of DuPage County Children's Advocacy Center. Training will be identified as it becomes available and determined relevant to the tasks of the case manager.
EXHIBIT B
DELIVERABLES OR MILESTONES

Proposed Service Delivery

The DuPage County Children's Center accepts referrals from many different sources. The two major sources are the Department of Child and Family Services and local police departments. Referrals are originated from local hospitals, service providers, school personnel and private citizens.

At case initiation, the case manager will be introduced to the victim and their family upon arrival at the DuPage County Children's Advocacy Center or the case manager will contact them by phone if the interview was previously conducted off-site. The case manager meets with the child while the non-offending family members are interviewed. They will then meet with the non-offending family members while the victim is interviewed. The case manager informally assesses the family's needs and provides referrals to community agencies to address those needs. The case manager provides follow-up either in person or by phone. The case manager explains the process for the medical exam, schedules the appointment, assists the family with the paperwork at the hospital and provides support during the exam. The case manager provides court notification updates of court status, accompanies the family to court hearings and assists in composing victim impact statements. The assistance will continue for as long as requested. The case manager documents their activities in the Center's database system.

The DuPage County Children's Center works directly with victims, potential
witnesses, witnesses, interested parties and alleged perpetrators. The victims generally must be under the age of 18, alleged perpetrators may be of any age older greater than 10 years. The DuPage County Children's Center accepts cases from all ethnicities, and family compositions. The Center does not identify income levels of individuals served.

The Case Managers have been assisting families in better understanding their rights as victims. A form called Notice of Victim's Assertion Rights is sent to each family involved in a criminal court matter and advises them that pursuant to Section 4.5 (c-5)(1) of the Rights of Crime Victims and Witnesses Act [725 ILCS 120/4/5(c-5)(1)], they have several rights guaranteed under Article I, Section 8.1(a) of the Illinois Constitution. The form then lists each of these rights and provides a signature line. Upon completion, this form is given to the Assistant State's Attorney handling that matter and in turn given to the court. Not only are the Case Managers assisting with this form, but also supporting the victim and their families in asserting these rights in front of the court.

The VOCA grant partially funds two (2) case managers who provide victim services and referrals to child victims of sexual and severe physical abuse as well as their non-offending family members. The Case Managers work together in teams providing criminal justice support/advocacy; personal, medical and emergency legal advocacy; information, referrals and follow-up contact. Generally, the case management duties include conducting service needs assessments, following up and assessing client progress and modifying service plans to accommodate changes. Case management services will continue throughout the Court
process and may continue as long as the victim or non-offending family request services.
EXHIBIT C

PAYMENT

Grantee shall receive a maximum of $72,934 under this Agreement.

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 described in Part Two of this Agreement, 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 ICJIA or 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 federal funds payable under this agreement is dependent on the performance of Grantee in accordance with the terms and conditions of this agreement.

Grantee must provide for the deposit of federal funds into a bank account in the name of the Grantee. Federal funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor or ICJIA, Grantee shall ensure that the federal funds for each award are accounted for separately.
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: ___________ Barbara Karr ___________
Title: _______ VOCA Grant Monitor _______
Address: 400 S., 9th St, Ste 203, Springfield, IL 62701
Phone: _217-528-2224__________________
TTY#: __________________________________
Fax#: ___________________________________
E-mail Address: _barbara@cacionline.org

GRANTEE CONTACT

Name: ___ Patrick Dempsey ___________
Title: ___ Director ______
Address: 422 N. County Farm Road, Wheaton, IL 60187
Phone: _630-407-2750__________________
TTY #: __________________________________
Fax #: ___ 630-407-2751
E-mail Address: _pat.dempsey@dupageco.org
Additional Information: _mary.olmstead@dupageco.org

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EXHIBIT E

PERFORMANCE MEASURES

<table>
<thead>
<tr>
<th>Service Objectives</th>
<th>Performance Indicators</th>
</tr>
</thead>
<tbody>
<tr>
<td>provide the following services to victims of crime:</td>
<td></td>
</tr>
<tr>
<td>650 Clients will receive criminal justice advocacy.</td>
<td># of clients provided with criminal justice advocacy</td>
</tr>
<tr>
<td>N/A clients will receive medical advocacy.</td>
<td># of clients provided with medical advocacy</td>
</tr>
<tr>
<td>20 Clients will receive other advocacy (emergency legal)</td>
<td># of clients provided with other advocacy (emergency legal)</td>
</tr>
<tr>
<td>N/A clients will receive case coordination services.</td>
<td># of clients provided with case coordination services</td>
</tr>
<tr>
<td>650 Clients will receive case management services.</td>
<td># of clients provided with case management services</td>
</tr>
<tr>
<td>N/A clients will receive family counseling.</td>
<td># of clients provided with family counseling</td>
</tr>
<tr>
<td>N/A clients will receive group counseling.</td>
<td># of clients provided with group counseling</td>
</tr>
<tr>
<td>375 Clients will receive in-person counseling.</td>
<td># of clients provided with in-person counseling</td>
</tr>
<tr>
<td>MANDATORY clients will receive crime victims compensation assistance.</td>
<td># of clients provided with crime victims compensation assistance</td>
</tr>
<tr>
<td>300 Clients will receive crisis intervention (in-person).</td>
<td># of clients provided with crisis intervention (in-person)</td>
</tr>
<tr>
<td>N/A clients will receive mental health services.</td>
<td># of clients provided with mental health services</td>
</tr>
<tr>
<td>200 Clients will receive phone counseling/crisis intervention.</td>
<td># of clients provided with phone counseling/crisis intervention</td>
</tr>
<tr>
<td>500 Clients will receive referral services.</td>
<td># of clients provided with referral services</td>
</tr>
<tr>
<td>N/A clients will receive transportation.</td>
<td># of clients provided with transportation</td>
</tr>
<tr>
<td>N/A clients will receive a victim sensitive interview (VSI).</td>
<td># of clients provided with a victim sensitive interview (VSI)</td>
</tr>
<tr>
<td>N/A clients will receive VS! coordination assistance.</td>
<td># of clients provided with VS! coordination assistance</td>
</tr>
<tr>
<td>NA clients will receive relocation services.</td>
<td># of clients provided with relocation services</td>
</tr>
<tr>
<td>NA clients will receive language/ interpreter services.</td>
<td># of clients provided with language/ interpreter services</td>
</tr>
</tbody>
</table>

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GRANT AGREEMENT FISCAL YEAR 2019
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EXHIBIT F
PERFORMANCE STANDARDS

SEE "EXHIBIT E"
EXHIBIT G

SPECIFIC CONDITIONS

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

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

3. 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>ICO Section:</td>
<td>06-Audit (2 CFR 200.500)</td>
</tr>
<tr>
<td>Conditions:</td>
<td>Requires desk review of the status of implementation of corrective actions;</td>
</tr>
<tr>
<td>Risk Explanation:</td>
<td>Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administr conditions that will increase the cost or managing the grant program.</td>
</tr>
<tr>
<td>How to Fix:</td>
<td>Completion of corrective action plan implementation.</td>
</tr>
<tr>
<td>Timeframe:</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

"ICJA" means the Illinois Criminal Justice Information Authority.

"Grantee" means the agency that is implementing the grant-funded program.

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

3. Costs Incurred. Grantor shall not be responsible for costs incurred before or after the period of performance of this agreement.


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 or ICJA may, at their discretion, reduce the amount of federal 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.

5. Program Income. All income generated as a direct result of the program shall be deemed program income. Program income activities are generally not allowed, require prior approval from Grantor and ICJA, and are restricted to the same uses and conditions as grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Grantee shall report and account for program income as required by the Grantor.

6.1. Unless another reporting schedule has been required or approved by Grantor, Grantee agrees to submit the following minimum data to Grantor on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

(a) Victim Statistics: Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, national origin and disability, where such information is voluntarily furnished by those receiving services; and

(b) Staff Information: Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

6.2. Grantee agrees to submit the following information as required by Grantor:

(a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;

(b) A short description of how the program has coordinated its activities with other service providers in the community;

(c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;

(d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);

(e) Staff information, including the number of hours of training received by volunteers and paid staff;

(f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented;

(g) Number of referrals to/from other agencies; and

(h) A description of the types and frequency of life skills advocacy provided by the program.

6.3. Unless another reporting schedule has been required or approved by Grantor, the financial reports should be submitted to Grantor within 15 calendar days following the end of the reporting month.

6.4. Grantee is also required to file year-end program financial status reports. Grantor will determine the content and form of these reports. Grantee agrees to report any additional information required by ICJIA.

7. Audit and Inspection.

7.1. 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, ICJIA and appropriate federal, State, and local law enforcement officials.
7.2. 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 required in this agreement and all other program activity.

7.3. Grantor, ICJIA, Illinois Auditor General, Illinois Attorney General, Office for Victims of Crime, and the Office of the Chief Financial Officer, and their representatives shall have access to and right to monitor, audit and examine all relevant books, documents, papers, and records of Grantee, and to all relevant books, documents, papers, and records of all subcontractors.

7.4. Grantee understands and agrees that Grantor, ICJIA or OJP may withhold award funds, or may impose other related requirements, if Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

8. 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.

9. Procurement Requirements and Requests for Proposals.

9.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Grantee must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. Grantee shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

9.2. Grantee shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of Grantee's procurement process.

   - For procurements of $100,000 or less, Grantee must solicit quotes or bids from at least three sources.
   - For procurements over $100,000, Grantee must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

9.3. All RFP or IFB that involve the use of federal or matching funds, must be submitted by Grantee to Grantor for review and approval prior to their issuance. In addition, Grantee shall notify and submit for approval to Grantor any other relevant procurement documents including but not limited to Request For Information (RFI). Procurements over $100,000 must be submitted to ICJIA for approval prior to their issuance.

9.4. 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 federal guidelines.

9.5. Grantee agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS Children's Advocacy Centers of Illinois GRANT AGREEMENT FISCAL YEAR 2019 Page 37 of 58
500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

9.6. No employee, officer or agent of grantee shall participate in the selection, or in the award or administration of a contract 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.

10. Sub-contracting.

10.1. The use of subcontractors for any work or professional services that involves the use of federal or matching 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.

10.2. As required by Grantor, Grantee shall submit documentation regarding subcontracts to be funded with federal or matching funds for Grantor review and approval, to assure adherence to applicable federal guidelines.

10.3. 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.

11. Management and Disposition of Equipment and Commodities.

11.1. Equipment and commodities acquired by Grantee with Grantor funds shall be used for purposes of the program described in the attached exhibits only. Grantee may retain the equipment and commodities acquired with agreement 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 commodities 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 commodities, Grantee shall request instructions from Grantor.

11.2. Grantor may deny equipment and commodities costs or require that Grantee relinquish already purchased equipment and commodities 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 commodities that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and commodities as provided for other equipment and commodities owned by Grantee. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to Grantor.
11.3. 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 Grantor approved costs; or
(d) Extend the period to purchase this equipment past the 90-day period.

11.4. 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.

12. Conflicts of Interest in Hiring and Procurements. 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.

13. Grantee 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.

14. 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.

15. Copyrights and Patents.

15.1. If this agreement results in a copyright, ICJIA and the Office of Justice Programs reserve 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, or a contractor purchases ownership with grant support.

15.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor and ICJIA. ICJIA 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 federal guidelines.


16.1. 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 federal or matching funds, no later than 30 days prior to its printing.

16.2. For publications over 20 pages, Grantor will submit comments to Grantee no later than 45 days after receipt of the draft. If more than one such publication is submitted, Grantor reserves the right to extend the 45-day review period.
16.3. For publications of 20 pages or less, Grantor will submit comments to Grantee no later than 30 working days after receipt of the draft. If more than one such publication is submitted, Grantor reserves the right to extend the 30-day review period.

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

16.5. Grantee shall submit to Grantor, copies, the number of which will be specified by Grantor, of the final publication no later than 30 days prior to release of the final publication.

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

16.7. Any such publication shall contain the following statement:

"This project was supported by Grant #2016-VA-GX-0027, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through 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 U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

16.8. Publications subject to these requirements include any planned, written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, and conference and presentation materials, that are substantively based on the project and prepared by Grantee. These requirements are inapplicable to press releases, newsletters and issue analyses.

17. Sub-Contractor Transparency Act Compliance.

17.1. Grantee agrees that all agreements entered into with subcontractors, shall require compliance by the subcontractor with the Federal Funding Accountability and Transparency Act of 2006 including obtaining a DUNS number and maintaining registration with the CCR. The acquisition of a DUNS number and registration with the CCR database is not required of subcontractors who are individuals.

17.2. Grantee shall provide Grantor with completed “Addendums to Agreements” for all subcontractors upon Grantor request.

18. 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. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

19. Failure to File in a Timely Fashion. 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 receives for which ICJIA is the State Administering Agency shall be frozen. Funds will be released following the completion of all the reporting requirements.

20. Reporting Grant Irregularities.
20.1. Grantee shall promptly notify ICJIA and 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.

20.2. Grantee shall inform any subcontractor of Grantor’s grant funds that the subcontractor is similarly obligated to report irregularities and Grantee shall provide a copy of Grantor’s policy to any subcontractor.

20.3. Failure to report known irregularities can result in suspension of the 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 and ICJIA 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 and ICJIA.

20.4. In addition, Grantor and ICJIA, if in their judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program’s Office of the Comptroller, the Department of Justice’s Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

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

Children’s Advocacy Centers of Illinois
Attn: Barbara Karr, VOCA Grant Monitor
Address: 400 S. 9th Street, Suite 203, Springfield, IL 62701
Phone: 217-528-2224

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


21.1. 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.

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21.2. 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 or ICJIA may terminate this agreement at their discretion.


22.1. Grantee certifies that its own and its sub-contractors' 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.

22.2 Grantee shall notify Grantor if any of its own or any of 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 or ICJIA may terminate this agreement, at their sole discretion, if Grantee's or any of 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.

23. Time Keeping.

23.1. 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.

23.2. 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.

23.3. 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.

23.4. 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.

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

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

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

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

(c) 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.

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

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

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

(g) 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.

(h) Utilizes generally accepted standards of accounting.

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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. Match.

1.1. Grantee certifies that it (a) meets the requirements of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in the attached exhibits. Therefore, one dollar in cash or in-kind match is required for each four dollars of federal funding received.

1.2. Failure of Grantee to apply non-federal financial support to the program described in the attached exhibits in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, Grantee shall apply non-federal financial support to the program, as described in the Budget.

1.3 Grantee shall maintain records that clearly show the source and amount of the program match amount, and the period of time for which such contributions were allocated. The basis for determining the value of personal services, materials, equipment, and space and facilities shall be documented. Volunteer services shall be substantiated by the same methods used by the Grantee for its paid employees. The value of volunteer services must be consistent with the rate of compensation (which may include fringe benefits) paid for similar work in the program, but if the similar work is not performed in the program, the rate of compensation shall be consistent with the rate found in the labor market in which the program competes.

2. Funding Eligibility Requirements.

2.1. Grantee certifies that it, and its sub-contractors, shall use VOCA and match funds for only allowable direct services, supporting activities and administrative costs, as described in the Victims of Crime Act Victim Assistance Program Final Rule, codified at 28 CFR Part 94, Subpart B.

2.2. Grantee certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with the Budget.

2.3. In administering the program described in the attached exhibits Grantee agrees that it:

(a) Is a nonprofit organization or public agency that provides services to victims of crime;

(b) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; if it has not yet demonstrated a record of providing services, it can also demonstrate that at least 25 percent of its financial support comes from sources other than the Crime Victims Fund;

(c) Utilizes volunteers;

(d) Promotes coordinated public and private efforts within the community served to aid crime victims;
(e) Assists victims in seeking available crime victim compensation benefits;

(f) Does not discriminate against victims because they disagree with the way the State is prosecuting the criminal case;

(g) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;

(h) Provides services to crime victims, at no charge, through the program described in the attached exhibits; and

(i) Protects the confidentiality and privacy of victims as required by State and federal law.

2.4. Grantee certifies that it, and its sub-contractors, shall adhere to the following conditions when using VOCA or match funds to pay for public awareness and education presentations given by VOCA- or match-funded personnel.

(a) The presentations shall serve as a means of reaching the VOCA-funded project's target population through outreach in a public forum, such as community centers or schools.

(b) VOCA- or match-funded staff time shall not exceed an average of 40 hours per month to provide such presentations.

(c) The primary purpose of the presentation must be to inform victims about their rights, the VOCA-funded project, and available services.


3. Program Description, Budget, Exhibits, and Amendments.

3.1. Grantee agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as the attached exhibits and the Budget attached and incorporated.

3.2. The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. Grantee shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

4. Financial Capability. Grantor may, in its discretion, require Grantee to provide documentation on its financial capability. This may include, but is not limited to, copies of Grantee's annual report, credit reports, delinquency status of Federal debt, and assurances on the adequacy of Grantee's accounting system and
7.A.b

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Operations. Grantee must comply with federal and state financial management standards.


5.1. Grantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 USC section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. Grantee is to assist OJP in carrying out its responsibilities under NEPA and related laws, if Grantee plans to use VOCA funds (directly or through subcontract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 CFR Part 61, App. D.) Grantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

5.2. Grantee acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by Grantee, or any sub-contractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

5.3. None of the following activities will be conducted, directly or indirectly, by Grantee, or any its contractors:

   (a) New construction;
   (b) Any renovation or remodeling of a property either (1) listed or eligible for listing on the National Register of Historic Places or (2) located within a 100-year flood plain;
   (c) A renovation which will change the basic prior use of a facility or significantly change its size.
   (d) Research and technology whose anticipated and future application could be expected to have an effect on the environment; and
   (e) Implementation of a program involving the use of chemicals.


6.1. If Grantee is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, Grantee certifies it shall assist Grantor, ICJIA and the Office of Victims of Crime (OVC) in complying with the National Historic Preservation Act (NHPA).

6.2. Grantee must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, Grantee shall contact Grantor. Grantee shall provide Grantor with any information needed to comply with NHPA. This may include assisting Grantor and OVC in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. Grantee cannot begin the proposed renovation of a structure 50 years or older until Grantee receives written approval from Grantor.

6.3. Grantee acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by Grantee or any third party to accommodate the use of the federal grant or matching funds, Grantee must assist Grantor, ICJIA and OVC in complying with the NHPA.

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6.4. If the records established and maintained by Grantee clearly document that the structure is less than 50 years old Grantee must submit these documents to Grantor to receive approval for the proposed renovation being exempt from the NHPA.

7. **Equal Employment Opportunity Plan (EEOP).**

7.1. Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted, if Grantee has 50 or more employees and has received a grant of $25,000 or more, and has a service population with a minority representation of 3 percent or more, Grantee shall formulate, implement and maintain an equal employment opportunity plan that is approved by the Office for Civil Rights relating to employment practices affecting minority persons and women.

7.2. If Grantee has less than fifty employees, receives an award of less than $25,000, is a nonprofit organization, is a medical institution, is an educational institution, or is an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete the DOJ OJP online EEO Reporting tool at: http://www.ojp.usdoj.gov/about/ocr/eeop.htm.

7.3. If Grantee is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to submit a Utilization Report through the DOJ OJP online EEO Reporting tool. The Utilization Report does not have to be approved by the DOJ under this subsection. Grantee agrees to provide proof that a Utilization Report was filed within two years of the execution of this Agreement.

7.4. If Grantee is a government agency or private business, has received an award for $500,000 or more, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it must submit a Utilization Report for review and approval prior to the execution of this Agreement. The Utilization Report must be completed through the DOJ OJP online EEO Reporting Tool. If Grantee is required to submit a Utilization Report under this subsection, it must provide Grantor proof that the Utilization Report was approved by the OCR.

7.5. Grantee must provide proof that an EEO Certification was completed through the DOJ OJP online EEO Reporting Tool within one year of the execution of this Agreement.

7.6. Grantee must provide proof that a Utilization Report was submitted under pursuant to subsection 7.5 or approved pursuant to subsection 7.4, as applicable, within two years of the execution of this Agreement.

7.7. Grantee acknowledges that failure to submit an acceptable EEO Certification or Utilization Report, if required by this section, is a violation of this Agreement and may result in suspension or termination of funding, until such time Grantee is in compliance.

8. **Nondiscrimination.**

8.1. 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 34 USC 20110(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
forth in the Illinois Human Rights Act (775 ILCS 5).

8.2 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 Partnerships with Faith-Based and Other Neighborhood Organizations,
Environmental Barriers Act, and any other Federal, State, or local civil rights laws.

8.3 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.

8.4 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.

8.5 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 ICJIA which will inform the Office for Civil Rights, Office of Justice
Programs.

8.6 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.

8.7 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 be serve as the liaison for all civil rights related matters.

8.8 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.

8.9 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.

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

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

8.12 Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor or the U.S. Department of Justice, Office for Civil Rights.

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

9. Confidentiality of Information.

9.1 Grantee shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of persons receiving services under this program and shall not disclose, reveal, or release, except pursuant to paragraphs (b) and (c) of 28 CFR 94.115—(1) Any personally identifying information or individual information collected in connection with VOCA funded services requested, utilized, or denied, regardless of whether such information has been encoded, encrypted, hashed, or otherwise protected; or (2) Individual client information, without the informed, written, reasonably time-limited consent of the person about whom information is sought, except that consent for release may not be given by the abuser of a minor, incapacitated person, or the abuser of the other parent of the minor. If a minor or a person with a legally appointed guardian is permitted by law to receive services without a parent’s (or the guardian’s) consent, the minor or person with a guardian may consent to release of information without additional consent from the parent or guardian.

9.2 If release of individual client information is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of the information, and take reasonable steps necessary to protect the privacy and safety of the persons affected by the release of the information.

9.3 In no circumstances may — (1) A crime victim be required to provide a consent to release personally identifying information as a condition of eligibility for VOCA-funded services; or (2) Any personally identifying information be shared in order to comply with reporting, evaluation, or data-collection requirements of any program.

9.4 Grantee shall not 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.

9.5 Nothing in this section prohibits compliance with legally mandated reporting of abuse or neglect.

10. Debarment Certification. As required by Grantor, Grantee shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
11. **Lobbying Certification.**

11.1. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

11.2. Grantee agrees to provide a Certification Regarding Lobbying to Grantor and, if applicable, a Disclosure of Lobbying Activities form. If a sub-contractor will receive more than $100,000 in federal funds pursuant to this agreement, Grantee will provide to Grantor a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the sub-contractor. Grantee must provide these certifications and disclosures as required by Grantor.

12. **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.

13. **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 federal money, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

14. **Reporting Potential Fraud, Waste, or Similar Misconduct.**

14.1. Grantee shall promptly refer to ICJIA and Grantor, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-contractor, sub-grantee, or other person has, in connection with funds under this Agreement – (1) submitted a false claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct.

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

Children’s Advocacy Centers of Illinois  
Attn: Barbara Karr, VOCA Grant Monitor  
Address: 400 S. 9th Street, Suite 203, Springfield, IL 62701  
Phone: 217-528-2224

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

14.3. Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General
15. **Use of Funds.** Grantee certifies that it, and its subcontractors, shall use federal and match funds, if applicable, for only allowable services, activities and costs, as described in the attached exhibits. Grantee certifies that only those costs listed in the Budget shall be paid pursuant to this agreement.

16. **Association of Community Organizations for Reform Now (ACORN).** Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior approval of Grantor.

17. **Text-Messaging While Driving.** Grantor encourages Grantee to adopt and enforce policies banning employees of Grantee or Program Agency and sub-contractors from text messaging while driving any vehicle during the course of performing work funded by this Agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18. **Victim Compensation Awareness.** Grantee shall certify that victims are notified of the VOCA Victims Compensation program administered through the Office of the Illinois Attorney General. Notification is defined as simply advertising the Victim Compensation program through posters or brochures publicly displayed in the agency's office or by verbally making the victim aware of the program. This notification requirement does not apply to crisis services. Grantee shall detail their method of notification in the attached exhibits.

19. **Duplication of Funding.** Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this VOCA award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this VOCA award, Grantee will promptly notify, in writing, Grantor.

20. **High-Risk Grantees.** Grantee agrees to comply with any additional requirements that may be imposed by Grantor or OJP during the period of performance for this award, if Grantee is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. **Conferences and Training Materials.**

21.1. Grantee agrees that any training or training materials developed or delivered with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Sub-grantees available at www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

21.2. Grantee agrees to comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval, and reporting requirements) governing the use of federal funds for expenses related to conferences, including the provision of food and beverages at such events, and the cost of attendance. Conferences are defined as meetings, retreats, seminars, symposiums, training, and other events.
22. Religious and Moral Belief of Students. Grantee understands and agrees that grant funds may not be used to discriminate or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

23. Computer Network. Grantee understands and agrees that no award funds shall be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchange of pornography. Nothing in this section limits the use of funds for any Federal, State, tribal, or local law enforcement agency of any other entity carrying out criminal investigations, prosecution, or adjudication activities.

24. Providing Services To Limited English Proficiency Individuals. Grantee will, in accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 USC 2000d, take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency.

25. Demographic Data. Grantee agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance through this agreement, where such information is voluntarily furnished by the victim.

26. Conflict of Interest in Hiring or Procurement. No employee, officer or agent of Grantee shall participate in the selection, or in the award or administration of a contract supported by federal 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.

27. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters.

27.1. Grantee and any entity that receives a contract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

27.2. The foregoing is not intended, and shall not be understood by Grantor, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

27.3. In accepting this award, Grantee –

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so
by Grantor.

27.4. If Grantee makes sub-awards, contracts, sub-contracts, or procurements under this award –

a. it represents that –

1. It has determined that no other entity that Grantee’s application proposes may or will receive award funds (whether through a sub-award, sub-grant, contract, procurement, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any sub-recipient, contractor, or sub-contractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Indirect Costs. If Grantee is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 CFR 200.414(f), and elects to use the "de minimis" indirect cost rate, Grantee must advise Grantor in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirement.

29. Non-Profit Organization. Grantee agrees, if it is a non-profit organization, to make their financial statements available online (either on Grantor's, its own, or another publicly available website). OVC will consider sub-recipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

30. Trafficking in Persons. Grantee agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Grantee, sub- grantees, contractors, and sub-contractors, or individuals defined (for purposes of this condition) as "employees" of Grantee, sub-grantees, contractors, and sub-contractors. The details of Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at [http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm](http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm).

32. Compliance with 41 U.S.C. 4712. Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

33. Integrity and Performance Matters.

33.1. Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management, to the designated federal integrity and performance system (currently, "FAPIIS").

33.2. The details of Grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP website at http://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

34. Faith-Based Organizations

34.1. Grantee certifies that federal and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the federally funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

34.2. Faith-based organizations may take into account religion when hiring staff consistent with the Religious Freedom Restoration Act. However, Grantee must receive approval from the Department of Justice, Office for Civil Rights before doing so.

34.3. Absent exigent circumstance, prior to enrolling or providing services to a beneficiary, Grantee shall provide a written notice to the beneficiary which contains at a minimum the following information: (i) The organization may not discriminate against beneficiaries or prospective beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; (ii) The organization may not require beneficiaries or prospective beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any...
participation by beneficiaries in such activities must be purely voluntary; (iii) The organization must separate in time or location any privately funded explicitly religious activities from activities supported by direct Federal financial assistance; (iv) If a beneficiary or prospective beneficiary objects to the religious character of the organization, the organization will undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no objection; and (v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the Office for Civil Rights or the intermediary that awarded funds to the organization.

34.4 If a Grantee beneficiary or prospective beneficiary objects to the religious character of the Grantee, Grantee shall promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no objection based on the organization's religious character.

35. Project Monitoring and Evaluation.

35.1 Project Monitoring: Grantee understands that Grantee 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 Grantee.

35.2 ICIJA Evaluation: As required by ICIJA, Grantee agrees to cooperate with ICIJA's evaluation of the grant project, conducted either by Grantee, ICIJA or external parties. Grantee agrees to cooperate with ICIJA's evaluation during and after the grant period of performance. Grantee understands that failure to cooperate could affect the terms of this Agreement and any future grant funding opportunity.

35.3 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 VOCA and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantee and ICIJA with aggregate project data and any summary reports related to project performance, including process and outcome, as requested by Grantee or ICIJA.

36. Background Checks/Youth Program. Background checks are required for all program staff and volunteers who have direct contact with youth (under 18 years) before hiring or before working on the program. Grantee must have a written protocol on file requiring background checks for all such staff and volunteers, and maintain documentation of their completion and results. Background checks must include fingerprint-based background checks through the Illinois State Police.

Staff or volunteers with a record of the following offenses will automatically be excluded from having direct contact with youth: 1) any sex offense or 2) an offense in which the victim is, by statute, a youth, including but not limited to, child abuse and child endangerment. Staff or volunteers with a Class X felony for which the person has completed parole/ supervised release within the past 5 years will automatically be excluded from having direct contact with youth, unless the program model or service provision relies on staff access or credibility with at-risk populations.

No waivers to this policy shall be granted.

37. Relocation Assistance. Relocation assistance, whether grant-funded or match, must be provided as part
of a victim's service plan, necessary for the safety and well-being of the victim, and needed as a result of a victimization. Grant funds may only be applied to the first month's rent and utility set-up costs, not to exceed a total of $1,000 per relocation. Rental payment must be based on a reasonable rental market rate. Direct payments of funds to victims for relocation are not allowed. Grantor may impose additional reporting requirements during the grant performance period.

38. Child Care. Except as mentioned in 28 CFR 94.119(a)(6), "child care" means the temporary supervision of minors under the care of the victim, provided by VOCA-funded victim service provider employees, during the period of time the caretaker-victim is receiving a grant-funded direct service from the victim service provider. Child care services must be provided on location at the victim service provider and meet any additional Grantor, federal, state and ICIA requirements.

39. Counselor to Minor Victims

39.1 Grantee must submit a detailed job description and resumes, which outline staff responsibilities and qualifications. The following minimum qualifications are required of any VOCA or match supported staff person hired to provide counseling services to children and non-offending parents:

1. shall have a MSW or related degree; or a BSW or related degree and 3 years experience counseling with children;
2. shall have completed the number of hours of specialized training required by Grantee's national/state accrediting association/coalition completed prior to the start of grant or within the first 3 months of the start of the grant;
3. once obtaining the minimum number of required specialized training hours, in (2) above, shall acquire or maintain the minimum number of hours of continuing education required by Grantee's national accrediting association/coalition;
4. shall have the ability to communicate orally and in writing; and
5. shall agree to a check of previous employment, and personal and professional references.

39.2 VOCA or match supported personnel hired to provide such counseling must agree to a check of previous employment, personal and professional references; and, if required by law, a criminal background check, in accordance with applicable laws and regulations. Grantee must perform these checks as a condition of this Agreement.

39.3 Counselors may participate in the Child Advocacy Center's multidisciplinary team, but cannot release fact finding information other than that mandated by law.

39.4 Grantee shall have their staff certify that they have completed the number of hours of specialized training required by Grantee's national/state accrediting association/coalition. For subcontracted counselors, Grantee must certify their contracted workers completed the number of specialized training required by Grantee's national/state accrediting association/coalition.

39.5 Grantee must provide a copy of the confidentiality plan regarding the VOCA-funded program that includes documentation regarding how:

1. Client confidentiality rights are protected.
2. Confidentiality rights are explained/conveyed to the client.
3. Counseling records are kept confidential.
4. Contractor's counseling records are kept separate from records of, and not accessible by, the Child Advocacy Center.
40. **Forensic Interviewers**

40.1. Grantee must submit a detailed job description and resume, which outline staff responsibilities and qualifications. The following minimum qualifications are required of any VOCA or match-supported staff person hired to conduct forensic interviews of children:

1. shall have a Bachelor’s Degree in social work, psychology, or related field and experience working with victimized children;

2. shall be trained to conduct forensic interviews appropriate to the developmental age and abilities of children and have completed the number of hours of specialized training required by the Grantee’s national/state accrediting association/coalition completed prior to the start of the grant or within the first 3 months of the start of the grant;

3. once obtaining the minimum number of required specialized training hours, in (2) above, shall acquire or maintain the minimum number of hours of continuing education and/or peer reviews required by the Grantee’s national accrediting association/coalition;

4. shall have the ability to communicate orally and in writing; and

5. shall provide personal and professional references and consent to an employment history check.

40.2. Forensic interviewers shall conduct forensic interviews in the context of a multi-disciplinary investigation and diagnostic team.

40.3. Interview results shall be used to identify victim needs such as social services, personal advocacy, case management, substance abuse treatment, and mental health services and not solely for law enforcement and prosecution purposes.

40.4. VOCA or match-supported personnel hired to conduct forensic interviews must agree to an employment history check, provide personal and professional references; and, if required by law, a criminal background check, in accordance with applicable laws and regulations. Grantee must perform these checks as a condition of this Agreement.

40.5. Grantee shall have their staff certify that they have completed the number of hours of specialized training required by Grantee’s national/state accrediting association/coalition. For subcontracted interviewers, Grantee must certify their contracted workers completed the number of specialized training required by Grantee’s national/state accrediting association/coalition.

40.6. Grantee must provide a copy of the confidentiality plan regarding the VOCA-funded program that includes documentation regarding how client confidentiality rights are protected, and confidentiality rights are explained/conveyed to the client.
41. **Supplanting.** Grantee certifies that VOCA funds will not be used to supplant (replace) State or local funds that have been appropriated for the same purpose.

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ADDENDUM TO AGREEMENT

The Children's Advocacy Centers of Illinois (CACI), hereafter referred to as the "Implementing Agency" and DuPage County-Jennine Nicarico CAC, hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the Agreement to which these provisions are attached.

SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this Agreement, shall act as an independent contractor and not as an agent or employee of the Illinois Criminal Justice Information Authority (Authority), CACI or the Implementing Agency. The Authority shall not be responsible for the performance, acts or omissions of the CONTRACTOR. The CONTRACTOR shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this Agreement, to the extent permitted by law.

SECTION 2. TRANSPARENCY ACT COMPLIANCE

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

CONTRACTOR'S DUNS Number: 135836026

b) To maintain a current registration in the System for Award Management (SAM) database. The CONTRACTOR must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

CONTRACTOR'S SAM registration is valid until: January 11, 2019

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR'S CAGE Code: 48PJ1

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the SAM database.

e) The acquisition of a DUNS number and registration with the SAM database is not required of contractors and subcontractors who are individuals.

SECTION 3. RECORD RETENTION

CONTRACTOR 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 Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2

Updated May 15, 2018
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.

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

Failure to maintain books, records and supporting documentation, as described in this Agreement, shall establish a presumption in favor of the Authority and CACI for the recovery of any funds paid under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

CONTRACTOR must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. The Implementing Agency shall monitor the activities of CONTRACTOR to assure compliance with all requirements and performance expectations of the award. CONTRACTOR shall timely submit all financial and performance reports, and shall supply, upon the Implementing Agency’s request, documents and information relevant to the Agreement. The Implementing Agency may make site visits as warranted by program needs.

SECTION 4. BID RIGGING

CONTRACTOR 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).

SECTION 5. CRIMINAL CONVICTIONS

CONTRACTOR certifies that neither it nor any officer, director, partner or other managerial agent of CONTRACTOR 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. CONTRACTOR further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that the Implementing Agency shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

CONTRACTOR certifies that its 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.

CONTRACTOR shall notify the Implementing Agency if any of its 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. The Implementing Agency may terminate this Agreement at the Implementing Agency’s discretion, if any of the CONTRACTOR’s 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.

SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

Updated May 15, 2018
CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

SECTION 7. NONDISCRIMINATION

CONTRACTOR 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. CONTRACTOR agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act (775 ILCS 5).

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are 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.

CONTRACTOR assures compliance with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto: (a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein; (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]; (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794); (e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); (f) The Age Discrimination Act (42 USC 6101 et seq.); (g) Equal Treatment for Faith-Based Organizations (28 CFR Part 38); (h) The Omnibus Crime Control and Safe Streets Act of 1968; (i) Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.); (j) The Juvenile Justice and Delinquency Prevention Act of 1974 (42 USC 5601 et seq.); and (k) The Department of Justice Non-Discrimination Regulations (28 CFR Part 42).

All applicable provisions, rules and regulations of these Acts are made a part of this CONTRACT by reference as though set forth fully herein.

In the event that a Federal or State court or 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 the CONTRACTOR, or any subgrantee or contractor of the CONTRACTOR, or the CONTRACTOR received an adverse finding of discrimination in the three years prior to the date of Agreement, the CONTRACTOR will forward a copy of the finding to Implementing Agency and the Implementing Agency will forward the findings to the CACI and the Authority. The CACI or Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

SECTION 8. CONFIDENTIALITY OF INFORMATION

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., CONTRACTOR 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 applicable federal legislation, regulations and guidelines. 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.

SECTION 9. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST

All procurement transactions shall be conducted by the CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. The CONTRACTOR must use procurement procedures that adhere to
all applicable laws, executive orders and federal guidelines. The CONTRACTOR shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

CONTRACTOR shall follow its established procurement process if, at a minimum, it adheres to applicable federal guidelines, and the following requirements. If CONTRACTOR’s established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the CONTRACTOR’s procurement process.

- For procurements of $100,000 or less, the CONTRACTOR must solicit quotes or bids from at least three sources.
- For procurements over $100,000, the CONTRACTOR must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFP or IFB that involve the use of federal or matching funds, must be submitted by the CONTRACTOR to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to require any RFP or IFB, regardless of its dollar amount, and related documentation, to be submitted for review and approval prior to its issuance. The CONTRACTOR shall notify and submit for approval to the Authority any other relevant procurement documents including but not limited to Request For Information (RFI).

As required by the Authority, the CONTRACTOR shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

CONTRACTOR agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. CONTRACTOR 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.

SECTION 10. APPLICABLE LAW

CONTRACTOR shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program including the Victims of Crime Act (VOCA) of 1984, codified at 34 USC 20103, the VOCA Victim Assistance Program Final Rule, codified at 28 CFR Part 94, Subpart B, and guidance issued by the Office for Victims of Crime; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200); the U.S. Department of Justice Grants Financial Guide; the Grant Accountability and Transparency Act (30 ILCS 708); the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Government-wide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this Agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems

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Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this Agreement, or pursuit of other remedies that may be legally available.

SECTION 11. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

As required by the Authority, CONTRACTOR shall complete and submit the federal Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SECTION 12. CERTIFICATION REGARDING LOBBYING

CONTRACTOR certifies that no grant funds have been paid or will be paid by or on behalf of CONTRACTOR 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). CONTRACTOR understands and agrees that it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government. Additionally, CONTRACTOR certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

If receiving more than $100,000 pursuant to this Agreement, CONTRACTOR agrees to provide a Certification Regarding Lobbying to the CACI and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than $100,000 in federal funds pursuant to this Agreement, CONTRACTOR will provide to the CACI a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. CONTRACTOR must provide these certifications and disclosures as required by the CACI.

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.

CONTRACTOR 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.

CONTRACTOR 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.

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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.

SECTION 13. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 14. COPYRIGHTS, PATENTS

If this Agreement results in a copyright, the Authority and the federal awarding agency, reserve 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.

If this Agreement results in the production of patentable items, patent rights, processes, or inventions, the CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the CACI and Authority. The Authority will provide the CACI, Implementing Agency and CONTRACTOR 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 federal guidelines.

SECTION 15. PUBLICATIONS

CONTRACTOR shall submit to the Implementing Agency, and the Implementing Agency shall submit to CACI for review, a draft of any publication that will be issued by CONTRACTOR describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

Any such publication shall contain the following statement:

"This project was supported by Grant #2016-VA-GX-0027, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through 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 U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses. Exceptions to these requirements may be granted upon prior CACI approval.

SECTION 16. INSPECTION AND AUDIT

If required by the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget (30 ILCS 708/65(c)), CONTRACTOR shall have a single audit or program-specific audit conducted for that year. The audit and reporting package must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit) and submitted to CACI within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the audit period.

All audits shall be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, CONTRACTOR shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

Updated May 15, 2018
Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to CACI, the Authority and appropriate federal, State, and local law enforcement officials.

CONTRACTOR 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 data and records required by the Authority and all other program activity.

The Authority, CACI, Implementing Agency, Illinois Auditor General, Illinois Attorney General, and federal authorities shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR and all subcontractors. CONTRACTOR understands and agrees that the Authority, CACI or OJP may withhold award funds, or may impose other related requirements, if CONTRACTOR does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

SECTION 17. REPORTING GRANT IRREGULARITIES

The CONTRACTOR shall promptly notify the CACI and Authority when an allegation is made, or the CONTRACTOR otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. CACI 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 misappropriation of funds or other assets.

Failure to report known irregularities can result in suspension of the Agreement or other remedial action. In addition, if the CONTRACTOR’S auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the CONTRACTOR’S director or similarly situated personnel. The CONTRACTOR, in turn, shall promptly notify CACI and Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the CONTRACTOR’S director, the CONTRACTOR staff member shall provide prompt notice directly to CACI and Authority.

In addition, CACI and Authority, if in their judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program’s Office of the Comptroller, the Department of Justice’s Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be submitted to CACI and Authority at:

Children’s Advocacy Centers of Illinois
Attn: Barbara Karr, Grant Monitor
Address: 400 S. 9th St., Springfield, IL 62701
Phone: 217-528-2224

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

Updated May 15, 2018
The CONTRACTOR may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. CONTRACTOR certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Implementing Agency, who will forward the notification to the CACI and the Authority. CONTRACTOR will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Authority.

SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the CONTRACTOR has 50 or more employees, is receiving more than $25,000 or more under the Omnibus Crime Control and Safe Streets Act, and has a service population with a minority representation of 3 percent or more, the CONTRACTOR shall formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women.

If CONTRACTOR has less than fifty employees, receives an award of less than $25,000, is a nonprofit organization, is a medical institution, is an educational institution, or is an Indian tribe, then it is exempt from the EEOC requirement. To claim the exemption, CONTRACTOR must complete the DOJ OJP online EEO Reporting tool at: http://www.ojp.usdoj.gov/about/ocr/eep.htm.

If CONTRACTOR is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to submit a Utilization Report through the DOJ OJP online EEO Reporting tool. The Utilization Report does not have to be approved by the DOJ under this subsection. CONTRACTOR agrees to provide proof that a Utilization Report was filed within two years of the execution of this Agreement.

If CONTRACTOR is a government agency or private business, has received an award for $500,000 or more, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it must to submit a Utilization Report for review and approval by OCR prior to the execution of this Agreement. The Utilization Report must be completed through the DOJ OJP online EEO Reporting Tool. If CONTRACTOR is required to submit a Utilization Report under this paragraph, it must provide Implementing Agency proof that the Utilization Report was approved by the OCR.

CONTRACTOR must provide proof that an EEO Certification was completed through the DOJ OJP online EEO Reporting Tool within one year of the execution of this Agreement.

CONTRACTOR must provide proof that a Utilization Report was submitted to or approved by OCR, as applicable, within two years of the execution of this Agreement.

The CONTRACTOR acknowledges that failure to submit an acceptable Utilization Report to Office for Civil Rights, U.S. Department of Justice if required by this section, is a violation of this Agreement and may result in suspension or termination of funding, until such time the CONTRACTOR is in compliance.

SECTION 19. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR 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.

Updated May 15, 2018
The CONTRACTOR shall notify the Implementing Agency 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 by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this Agreement, at the Implementing Agency’s sole discretion, if the CONTRACTOR 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 of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

SECTION 20. TRAFFICKING IN PERSONS

CONTRACTOR agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of CONTRACTOR or its employees, as posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.
ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the Agreement to which these provisions are attached.

Authorized representative of the Implementing Agency _____________________________

Signature on file _____________________________

Date _____________________________

Authorized representative of the CONTRACTOR _____________________________

Date _____________________________
AWARDING RESOLUTION TO
LOGICALIS, INC.
TO PROVIDE IBM LENOVO PROFESSIONAL TECHNICAL SUPPORT
ALONG WITH HARDWARE AND SOFTWARE
FOR THE COMPUTER SYSTEM
(CONTRACT TOTAL AMOUNT: $205,331.62

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Judicial/Public Safety recommends County Board approval for the issuance of a contract purchase order to Logicalis Inc., to provide IBM Lenovo Professional Technical Support along with hardware and software for the computer system of the Circuit Court Clerk.

NOW, THEREFORE BE IT RESOLVED, that covering said contract to provide IBM Lenovo Professional Technical Support along with hardware and software for the computer system of the Circuit Court Clerk be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Logicalis Inc., 2600 S. telegraph Rd. Suite 200, Bloomfield Hills, MI 48302, for a contract total amount not to exceed $205,331.62.

Enacted and approved this 14th day of August, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

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SOLICITATION METHOD FOR SOURCE SELECTION

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

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## Purchase Requisition

**Procurement Services Division**

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<tr>
<td><strong>Vendor #:</strong> 12232</td>
<td><strong>Division:</strong> Accounting</td>
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<tr>
<td><strong>Attn:</strong> Al Robles</td>
<td><strong>Attn:</strong> Julie Ellefsen</td>
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<tr>
<td><strong>Email:</strong> <a href="mailto:al.robles@us.logicalis.com">al.robles@us.logicalis.com</a></td>
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<tr>
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<td><strong>Address:</strong> 505 N County Farm Rd</td>
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<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60515</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-737-1039</td>
<td><strong>Phone:</strong> 630-407-8590</td>
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<table>
<thead>
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<th>Ship To:</th>
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</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Logicalis</td>
<td><strong>Dept:</strong> Circuit Court Clerk</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 12232</td>
<td><strong>Division:</strong> Accounting</td>
</tr>
<tr>
<td><strong>Attn:</strong> Al Robles</td>
<td><strong>Attn:</strong> Julie Ellefsen</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:al.robles@us.logicalis.com">al.robles@us.logicalis.com</a></td>
<td><strong>Email:</strong> <a href="mailto:julie.ellefsen@18thjJudicial.org">julie.ellefsen@18thjJudicial.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 3500 Lacey Road</td>
<td><strong>Address:</strong> 505 N County Farm Rd</td>
</tr>
<tr>
<td><strong>City:</strong> Downers Grove</td>
<td><strong>City:</strong> Wheaton</td>
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<tr>
<td><strong>State:</strong> IL</td>
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</tr>
<tr>
<td><strong>Phone:</strong> 630-737-1039</td>
<td><strong>Phone:</strong> 630-407-8590</td>
</tr>
</tbody>
</table>

### Payment Terms
- **PER 50 ILCS 505/1**
- **F.O.B.**
- **PO 20 Delivery Date**
- **Requisitioner**

### Use for
- **PO25 only**
- **Contract Administrator**
- **Contract Start Date:** 9/1/18
- **Contract End Date:** 8/31/19

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<th>Item Detail (Product #)</th>
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<th>FY</th>
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<th>Acct #</th>
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<td></td>
<td>4,723.21</td>
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</tbody>
</table>

**Requisition Total:** $205,331.62

### 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):

---

**Attachment:** Logicalis - Requisition 13071 (JPS-P-0212-18 : Logicalis - IBM Lenovo Maintenance Support Service)

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**Rev 1.4**

**Packet Pg. 80**

---
## Procurement Review Checklist

**Procurement Services Division**

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

### Vendor Information
- **Vendor:** Logicals
- **Vendor #:** 12232
- **Dept.:** Circuit Court Clerk
- **Contact:** Julie Ellefsen
- **Phone:** 630-407-8590

### Contract Information
- **Term:** 4.1.18 to 5.31.19
- **Total:** $205,331.62
- **Assigned Committee:** JPS

### Description of Procurement/Scope of Work/Background
Renewal of the hardware / software and technical support for the Circuit Court Clerk's computing environment.

### Reason for Procurement
Renewal of technical support including hardware and software for the Circuit Court Clerk's computing environment.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): FY18-1400-6720-53370
- [ ] Budget Transfer (Date) ____________
- [ ] Additional Information

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

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

- **Prepared By:** mh
- **Date:** Jul 16, 2018
- **Recommended for Approval:** ____________
- **IT Approval, if required:** ____________

### REVIEWED BY (Initials Only)

- **Buyer:** ____________  Date: 7-17-18
- **Chief Financial Officer:** ____________  Date: 7-12-18
- **Procurement Officer:** ____________  Date: ____________
- **Chairman's Office:** ____________  Date: 7-26-18
### Decision Memo

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Circuit Court Clerk</th>
<th>Department Contact: Julie Ellefsen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Julie.Ellefsen@18thjudicial.org">Julie.Ellefsen@18thjudicial.org</a></td>
<td>Contact Phone: 630-407-8590</td>
</tr>
<tr>
<td>Vendor Name: Logicalis</td>
<td>Vendor #: 12232</td>
</tr>
</tbody>
</table>

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

Renewal of professional technical support including hardware and software for the Circuit Court Clerks computing environment.

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

The Clerks office records management system and image system runs on an AS/400, image server and storage system. This system provides access and storage of the court records for the court, states attorney, public defender, attorneys, police departments and other outside agencies.

**Strategic Impact**

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

Since the Circuit Court Clerks office is now an E-record/E-order per the Supreme Court the need for our Record Management System is necessary to the day to day operations of the court.

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

Logicalis is the selected vendor for our renewal. They have been our iSeries vendor since 2003. They have access to our system configuration which allows them to provide us with professional technical support as well as hardware and software support. As an IBM business partner they work closely with IBM to keep our system up and running. Logicalis is host to our disaster hot site backup, so if a change is made on site the change also happens at our hot site regarding upgrades, products keys and licenses.

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

There is no other options available given the operational complex ties and cost involved in changing the clerks computing environment. Logicalis is our chosen IBM Business Partner that supports our system and maintain the warranty and license information on our system.

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

This requisition will be paid out of the Circuit Clerks Court Automation fund.
**Do you have support agreements with other manufacturers that you would like Logicalis to manage? Ask me how to move them!**

**PLEASE INCLUDE QUOTE NUMBER ON PURCHASE ORDER**

This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this quotation. The information in this proposal is considered proprietary and confidential to Logicalis, Inc. By acceptance of this information, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

In the event Customer chooses to lease Maintenance from a third party leasing company, Customer remains liable for payment to Logicalis for all Maintenance purchased until Logicalis receives payment from such leasing company.

Any variation in quantity may result in price changes. Prices are valid for 30 days from date of quotation unless otherwise stated.

Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.

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.

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer.

Authorized Signature

Date: 7-16-18

IBM will no longer honor contracts received after the contract start date. Please allow 7 days for processing new contract with IBM.
## Service Support Quotation

**Attachment: Logicalis - Quote 13071 (JPS-P-0212-18 : Logicalis - IBM Lenovo Maintenance Support)**

<table>
<thead>
<tr>
<th>Service Product Number</th>
<th>Qty</th>
<th>Service Product Description</th>
<th>Support Start Date</th>
<th>Support End Date</th>
<th>Line Item Total Cost</th>
<th>Product Number</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>HW-MAINTENANCE-0-R</td>
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**Hardware Support Elements: Total:**

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<th>Service Product Number</th>
<th>Qty</th>
<th>Service Product Description</th>
<th>Support Start Date</th>
<th>Support End Date</th>
<th>Line Item Total Cost</th>
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<tr>
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<td>SE PWRHA SMR AIX 7.1 STD SW MAINTENANCE</td>
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<td>09/31/2019</td>
<td>$5,007.59</td>
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<td>000038A47V</td>
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</table>

**Software Support Elements:**

- IBM System Storage DS3214 Express 24x7 HW MAINTENANCE
- V500G SFF CONTROL 24x7 HW MAINTENANCE
- V500G SFF EXPANSION 24x7 HW MAINTENANCE
- SYSTEM NETWORKING SAN24B 5 24x7 HW MAINTENANCE
- TS3100 TAPE LIBRARY 24x7 HW MAINTENANCE
- TS3200 TAPE LIBRARY 24x7 HW MAINTENANCE
- TS1120 TAPE DRIVE 24x7 HW MAINTENANCE
- TS1120 TAPE DRIVE 24x7 HW MAINTENANCE
- TS1120 TAPE DRIVE 24x7 HW MAINTENANCE
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- RS/6000 SYSTEM RACK 24x7 HW MAINTENANCE
- RS/6000 SYSTEM RACK 24x7 HW MAINTENANCE
- 7042-CRB RACK-MOUNTED HARDWARE.MGMT CONSOLE 24x7 HW MAINTENANCE
- RACK-MOUNTED HMC 24x7 HW MAINTENANCE
- 7316-T3 RACK-MOUNTED ENCL 24x7 HW MAINTENANCE
- 7316-T3 RACK-MOUNTED ENCL 24x7 HW MAINTENANCE
- POWER SYSTEM S922 24x7 HW MAINTENANCE
- POWER SYSTEM S922 24x7 HW MAINTENANCE
- 9117 POWER 770 SERVER 24x7 HW MAINTENANCE
- IBM Support 5000 CTRL SW SW MAINTENANCE
- IBM Support 5000 EXP SW SW MAINTENANCE
- MCP REMOTE SUPPORT 24x7 SW MAINTENANCE
- MCP REMOTE SUPPORT FULL 24x7 SW MAINTENANCE
- SE PWRHA SMR AIX 7.1 STD SW MAINTENANCE
IBM Maintenance Support Service Contract - Term: 09/01/18 - 08/31/19

Do you have support agreements with other manufacturers that you would like Logicalis to manage? Ask me how to move them!

"PLEASE INCLUDE QUOTE NUMBER ON PURCHASE ORDER"

This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this quotation.

The information in this proposal is considered proprietary and confidential to Logicalis, Inc. By acceptance of this information, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

In the event Customer chooses to lease the Maintenance from a third party leasing company, Customer remains liable for payment to Logicalis for all Maintenance purchased until Logicalis receives payment from such leasing company.

Any variation in quantity may result in price changes. Prices are valid for 30 days from date of quotation unless otherwise stated.

Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.

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.

DUE TO IBM CONTRACTING DEADLINES, THIS QUOTE WILL EXPIRE ON 8/23/2018.
Dupage County  
Mary Louise Heaton  
630-407-8579  
mary.heaton@18thjudicial.org  
505 N County Farm Rd  
Westmont, IL 60185-3937  

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

<table>
<thead>
<tr>
<th>Support ID</th>
<th>Coverage Start</th>
<th>Coverage End</th>
<th>HW Cost</th>
<th>SW Cost</th>
<th>Total Cost</th>
<th>Primary Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZEYSKO</td>
<td>09/01/2018</td>
<td>08/31/2019</td>
<td>$4,723.21</td>
<td>$ -</td>
<td>$4,723.21</td>
<td>Mary Louise Heaton</td>
</tr>
</tbody>
</table>

TOTAL SUPPORT COST  
$4,723.21

** Lenovo Maintenance Support Contract • Term: 09/01/16 - 08/31/19 **

** PLEASE INCLUDE QUOTE NUMBER ON PURCHASE ORDER **

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By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer.

Authorized Signature  
John Larson  
Date: 7-16-18

Logicalis Terms Net 30


Lenovo will not honor contracts received after the contract start date. Please allow 7 days for processing new contract with Lenovo.
## Service Support Quotation

**For Those Who Do.**

### Quote Details
- **Quote Number:** ZEYSKQ
- **Quote Date:** 07/06/2018
- **Support ID:** ZEYSKQ
- **Billing Cycle:** Prepaid

### Financial Details
- **Total Hardware Cost:** $4,723.21
- **Total Software Cost:** $4,723.21
- **End User:** DuPage County
- **Primary Contact:** Mary Louise Healton
- **Contact Information:** 630-407-8579, mary.healton@18thjudicial.org
- **Address:** 500 N County Farm Rd, WHEATON, IL 60187-3907

### Service Product Details

<table>
<thead>
<tr>
<th>Service Product Number</th>
<th>Qty</th>
<th>Service Description</th>
<th>Support Start Date</th>
<th>Support End Date</th>
<th>Line Item Total Cost</th>
<th>Product Number</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>HW MAINTENANCE B-R</td>
<td>1</td>
<td>IBM SYSTEM X3650 M3 24x7 HW MAINTENANCE</td>
<td>09/01/2018</td>
<td>08/31/2019</td>
<td>$671.50</td>
<td>7945 AC1</td>
<td>008BHA1L1</td>
</tr>
<tr>
<td>HW MAINTENANCE B-R</td>
<td>1</td>
<td>IBM SYSTEM X3650 M3 24x7 HW MAINTENANCE</td>
<td>09/01/2018</td>
<td>08/31/2019</td>
<td>$671.50</td>
<td>7945 AC1</td>
<td>008KQ401NZ</td>
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<td>HW MAINTENANCE B-R</td>
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<td>09/01/2018</td>
<td>08/31/2019</td>
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<td>7945 AC1</td>
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<tr>
<td>HW MAINTENANCE B-R</td>
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<td>LENOVO FLEX SYSTEM ENTERPRISE CHASSIS 24x7 HW MAINTENANCE</td>
<td>09/01/2018</td>
<td>08/31/2019</td>
<td>$1,515.37</td>
<td>8721 HC1</td>
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<tr>
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<td>LENOVO FLEX SYSTEM X240 COMPUTE NODE 24x7 HW MAINTENANCE</td>
<td>09/01/2018</td>
<td>08/31/2019</td>
<td>$397.78</td>
<td>8737 AC1</td>
<td>008CDVGY</td>
</tr>
<tr>
<td>HW MAINTENANCE B-R</td>
<td>1</td>
<td>LENOVO FLEX SYSTEM X240 COMPUTE NODE 24x7 HW MAINTENANCE</td>
<td>09/01/2018</td>
<td>08/31/2019</td>
<td>$397.78</td>
<td>8737 AC1</td>
<td>008CDVGZ</td>
</tr>
<tr>
<td>HW MAINTENANCE B-R</td>
<td>1</td>
<td>LENOVO FLEX SYSTEM X240 COMPUTE NODE 24x7 HW MAINTENANCE</td>
<td>09/01/2018</td>
<td>08/31/2019</td>
<td>$397.78</td>
<td>8737 AC1</td>
<td>008CDVHA</td>
</tr>
</tbody>
</table>

**Lenovo Maintenance Support Contract - Term: 09/01/18 - 08/31/19**

Do you have support agreements with other manufacturers that you would like Logicalis to manage? Ask me how to move them!

**PLEASE INCLUDE QUOTE NUMBER ON PURCHASE ORDER**

This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this quotation. The information in this proposal is considered proprietary and confidential to Logicalis, Inc. By acceptance of this information, Customer agrees to maintain this confidentiality and use such information for internal purposes only. In the event Customer chooses to lease the Maintenance from a third party leasing company, Customer remains liable for payment to Logicalis for all Maintenance purchased until Logicalis receives payment from such leasing company.

Any variation in quantity may result in price changes. Prices are valid for 30 days from date of quotation unless otherwise stated. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.

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.

DUE TO LENOVO CONTRACTING DEADLINES, THIS QUOTE WILL EXPIRE ON 8/23/2015.
Required Vendor Ethics Disclosure Statement

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

Date: 4-18-18

Packet Pg. 89

Bid/Contract/PO #:

Company Name: Logicalis, Inc
Contact Phone: 331-771-3637
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

Authorized Signature: [Signature on File]

Printed Name: 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)
The United States of America

State of Illinois
County of DuPage

FUND AUTHORIZATION

The undersigned being the Chief Judge of the 18th 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.

1400-6720-53370

Requisition #: 13071

Logicalis
3500 Lacey Rd, Suite 200
Downers Grove IL 60515

Renewal of technical support including hardware/software $205,331.62

APPROVED: 

Signature on File

Hon. Daniel Guerin
Chief Judge

Date 6-17-16
AWARDING RESOLUTION
TO DER GRAPHICS AND CUSTOM FILING INC.
FOR THE PURCHASE OF CASE FILE SYSTEM FOR THE
CIRCUIT COURT CLERK
(CONTRACT TOTAL AMOUNT: $34,213.00)

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

WHEREAS, the lowest most responsible bidder has been designated the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Der Graphics and Custom Filing Inc., for the 2019 Case Filing System, for the Office of the Circuit Court Clerk.

NOW, THEREFORE BE IT RESOLVED, that said contract for the 2019 Case Filing System for the Office of the Circuit Court Clerk, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to De Graphics and Custom Filing Inc., 1875 55E Avenue, Dorval, Quebec, Canada H9P 2W3, for a contract total not to exceed $34,213.00.

Enacted and approved this 14th day of August, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over
JPS-P-0213-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 17, 2018</td>
<td>$34,213.00</td>
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<td>CIRCUIT COURT CLERK</td>
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</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Bernadette Mason</td>
<td>Completed</td>
<td>07/17/2018 9:44 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>07/17/2018 10:47 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>07/19/2018 11:55 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>07/19/2018 5:11 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/02/2018 12:32 PM</td>
</tr>
<tr>
<td>Judicial/Public Safety Committee</td>
<td>Pending</td>
<td>08/07/2018 8:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>08/14/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>08/14/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition

**Procurement Services Division**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Der Graphics and Custom Filing Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Mike McNell</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:mike@dergraphic.com">mike@dergraphic.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>1875 - 55E Avenue</td>
</tr>
<tr>
<td>City:</td>
<td>Dorval, Quebec</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>H9P2W3</td>
</tr>
<tr>
<td>Phone:</td>
<td>514-737-8786</td>
</tr>
</tbody>
</table>

**Vendor #:** 12068

---

**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:**

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Der Graphics and Custom Filing Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Mike McNell</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:mike@dergraphic.com">mike@dergraphic.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>1875 - 55E Avenue</td>
</tr>
<tr>
<td>City:</td>
<td>Dorval, Quebec</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>H9P2W3</td>
</tr>
<tr>
<td>Phone:</td>
<td>514-737-8786</td>
</tr>
</tbody>
</table>

---

**Ship 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 |

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

| Use for | Contract Administrator |
| Contract Start Date | Contract End Date |

---

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>2019 Case Filing System</td>
<td>2019 Case Filing System</td>
<td>18</td>
<td>1400</td>
<td>6730</td>
<td>52200</td>
<td>34,213</td>
<td>34,213</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $34,213

---

**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):

---

**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**

---

**Attachment:** Der Graphics - Requisition (IPS-P-0213-18) - Der Graphics Custom Filing, Inc. 2019 Case Filing System

---

**Packet Pg. 93**
Procurement Review Checklist

Procurement Services Division

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

Vendor: Der Graphics and Custom Filing Inc

Vendor #: 12068

Contract Term:

Contract Total: $34,213.00

Dept: Circuit Court Clerk

Contact: Julie Ellefsen

Phone: 630-407-8590

Assigned Committee: JPS

Description of Procurement/Scope of Work/Background:

2019 Case Jacket Filing System for the Circuit Court Clerk

Reason for Procurement:

Annual case jacket purchase

FUNDING SOURCE

Procurement budgeted for (FY and budget code(s)): FY18-1400-6730-52200

Budget Transfer (Date) Add'l Information

DECISION MEMO NOT REQUIRED

☑ LOWEST RESPONSIBLE QUOTE # or BID # 18-151-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

☑ RENEWAL, Enter Bid # Intergovernmental Agreement

☑ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)

☑ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility

☑ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding, Explain below:

DECISION MEMO REQUIRED

☑ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS25)

☑ 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)

MLH

Prepared By

Jul 16, 2018

Recommended for Approval

7-16-18

IT Approval, if required

Date

REVIEWED BY (Initials Only)

Buyer

Date

Procurement Officer

Date

Chief Financial Officer

Date

Chairman's Office

Date

(Decision Memos Over $25,000)

(Decision Memos Over $25,000)

Page dimensions: 612.0x792.0

Packet Pg. 94
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXT</th>
<th>UNIT PRICE</th>
<th>EXT</th>
<th>UNIT PRICE</th>
<th>EXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL CASE FILE SYSTEM FOR CIRCUIT COURT CLERK</td>
<td>1</td>
<td>$34,213.00</td>
<td>$34,213.00</td>
<td>$46,161.55</td>
<td>$46,161.55</td>
<td>$75,888.60</td>
<td>$75,888.60</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$34,213.00</td>
<td></td>
<td>$46,161.55</td>
<td></td>
<td>$75,888.60</td>
<td></td>
</tr>
</tbody>
</table>

NO BID RESPONSE - OFFICE DEPOT

INVITATIONS SENT: 56
POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: 11
TOTAL BID RESPONSES RECEIVED: 3
BID OPENING ATTENDED BY: JM
Required Vendor Ethics Disclosure Statement

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

Date: Jun 22, 2018
Bid/Contract/PO #: Bid 18-151-GV

7.C.d

<table>
<thead>
<tr>
<th>Company Name: Der Graphics and Custom Filing Inc.</th>
<th>Company Contact: Mike McNeil</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 514-737-8786</td>
<td>Contact Email: <a href="mailto:mike@dergraphics.com">mike@dergraphics.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount 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 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: Mike McNeil
Title: Manager
Date: June 22, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of _______ (total number of pages)
AWARDING RESOLUTION
ISSUED TO TELELANGUAGE, INC.
FOR THE PURCHASE OF
VIDEO REMOTE AND TELEPHONIC
INTERPRETING SERVICES FOR THE CIRCUIT COURT
(CONTRACT TOTAL AMOUNT $30,000.00)

WHEREAS, a proposal has been submitted and processed in accordance with County Board Policy; and

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to Telelanguage, Inc., for the purchase of Remote Video and Telephonic Interpreting Services for the period of September 1, 2018 through August 31, 2019 for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, the County Contract covering said for Video Remote and Telephonic interpreting services for the Court, for the period of September 1, 2018 through August 31, 2019, for the 18th Judicial Circuit Court, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Telelanguage, Inc. 514 SW 6th Ave. 4th Floor, Portland, OR 97204 for a Contract total amount not to exceed $30,000.00, per RFP 17-196-JM.

Enacted and approved this 14th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ______________________________________
PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
</tr>
<tr>
<td><strong>REQUESTING DEPT.</strong></td>
</tr>
<tr>
<td><strong>CONTRACT TERM</strong></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bernadette Mason</td>
<td>Completed</td>
<td>08/02/2018 2:58 PM</td>
</tr>
<tr>
<td>Lisa Herpel</td>
<td>Completed</td>
<td>08/02/2018 3:03 PM</td>
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<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/02/2018 3:04 PM</td>
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<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>08/02/2018 3:08 PM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
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<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/03/2018 9:51 AM</td>
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<tr>
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<td>Pending</td>
<td>08/07/2018 8:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>08/14/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>08/14/2018 10:00 AM</td>
</tr>
</tbody>
</table>
### Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Telelanguage, Inc.
  - **Vendor #:**
  - **Attn:** Hayley Emmons
    - **Email:** hemmons@telelanguage.com
  - **Address:** 514 SW 6th Avenue, 4th Floor
    - **City:** Portland
      - **State:** OR
        - **Zip:** 97204
  - **Phone:** 503-459-5683
    - **Fax:** 503-246-6002

**Send Invoices To:**
- **Vendor:** Telelanguage, Inc.
  - **Vendor #:**
  - **Attn:** Accounts Payable
    - **Email:**
  - **Address:** 505 N. County Farm Rd.
    - **City:** Wheaton
      - **State:** IL
        - **Zip:** 60187
  - **Phone:** 630-407-8901
    - **Fax:** 630-407-8836

**Send Payments To:**
- **Vendor:** Telelanguage, Inc.
  - **Vendor #:**
  - **Attn:** Hayley Emmons
    - **Email:** hemmons@telelanguage.com
  - **Address:** 514 SW 6th Avenue, 4th Floor
    - **City:** Portland
      - **State:** OR
        - **Zip:** 97204
  - **Phone:** 503-459-5683
    - **Fax:** 503-246-6002

**Ship To:**
- **Vendor:** Telelanguage, Inc.
  - **Vendor #:**
  - **Attn:** Accounts Payable
    - **Email:**
  - **Address:** 505 N. County Farm Rd.
    - **City:** Wheaton
      - **State:** IL
        - **Zip:** 60187
  - **Phone:** 630-407-8901
    - **Fax:** 630-407-8836

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

**Use for:**
- **PO25 only:**

**Contract Administrator:** Lisa Herpel

**Contract Start Date:** Sep 1, 2018

**Contract End Date:** Aug 31, 2019

---

### Detailed Items

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LO</td>
<td>Video Remote &amp; Telephone Interpreting</td>
<td>Video remote and telephone interpreting for ASL and all languages for Circuit Court</td>
<td>1000</td>
<td>5900</td>
<td>53040</td>
<td></td>
<td></td>
<td>25,000.00</td>
<td>25,000.0</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LO</td>
<td>Video Remote &amp; Telephone Interpreting</td>
<td>Video remote and telephone interpreting ASL and all other languages for Probation &amp; Court Services</td>
<td>1400</td>
<td>6120</td>
<td>53040</td>
<td></td>
<td></td>
<td>5,000.00</td>
<td>5,000.0</td>
</tr>
</tbody>
</table>

**Requisition Total:** $30,000.00

---

**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: Telelanguage, Inc.</th>
<th>Contract Term: 9/1/18-9/31/19</th>
<th>Contract Total: $30,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Circuit Court</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact: Lisa Herpel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 630-407-8788</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assigned Committee: Judicial Public Safety</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
To provide Video Remote and Telephonic interpreting services for the Circuit Court and Probation and Court Services.

**Reason for Procurement**
Through the Illinois Supreme Court Language Access policy it is the Supreme Court's vision that qualified and trained interpreters be available in both civil and criminal legal proceedings within courthouses and for court-annexed proceedings.

**FUNDING SOURCE**
- [ ] Procurement budgeted for (FY and budget code(s)): Circuit Court 1000-5900-53040, Probation Services 1400-6120-53040
- [ ] Budget Transfer (Date) ____________ Add'l Information ____________

**DECISION MEMO NOT REQUIRED**
- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (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>Recommended for Approval</th>
<th>IT Approval, if required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Procurement Officer</th>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Packet Pg. 100**
9/11/17
Required Vendor Ethics Disclosure Statement

Date: 11/11/17

Bid/Contract/PO #: #17-196-JM

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or any candidate seeking 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 under 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, land 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 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 disqualification 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 other than 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/CntyBoard/Policies/

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

Authorized Signature - **Signature on File**

Printed Name

Hayley Emmons

Title

Director of Contracting

Date

11/11/17

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

2018-183
**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><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td>July 26, 2018</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Bernadette Mason: Completed 07/26/2018 4:10 PM
- Kathy Ostrowski: Completed 07/31/2018 9:14 AM
- James McGuire: Completed 08/03/2018 10:35 AM
- Paul Rafac: Completed 08/03/2018 12:56 PM
- Kathy Ostrowski: Completed 08/03/2018 1:10 PM
- Judicial/Public Safety Committee: Pending 08/07/2018 8:15 AM
## Purchase Requisition
### Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Stanard & Associates Inc.
  - **Vendor #:** 24418000
- **Attn:** Lory Newcomb
  - **Email:** lory.newcomb@stanard.com
- **Address:** 309 W. Washington St.
- **City:** Chicago
  - **State:** IL
  - **Zip:** 60606
- **Phone:** (312) 553-0213
  - **Fax:**

### Send Invoices To:
- **Dept:** DPC Merit Commission
- **Division:**
- **Attn:** Patti Weber
  - **Email:** patricia.weber@dupageco.org
- **Address:** 421 N. County Farm Rd
- **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** (630) 407-6221
  - **Fax:**

### Send Payments To:
- **Vendor:** Stanard & Associates Inc.
  - **Vendor #:** 24418000
- **Attn:** Lory Newcomb
  - **Email:** lory.newcomb@stanard.com
- **Address:** 309 W. Washington St.
- **City:** Chicago
  - **State:** IL
  - **Zip:** 60606
- **Phone:** (312) 553-0213
  - **Fax:**

### Ship To:
- **Dept:** DPC Merit Commission
- **Division:**
- **Attn:** Patti Weber
  - **Email:** patricia.weber@dupageco.org
- **Address:** 421 N. County Farm Rd
- **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
- **Phone:** (630) 407-6221
  - **Fax:**

### Payment Terms
- **PO 50 ILCS 505/1**
- **Destination**

### Use for
- **PO25 only**
  - **Contract Administrator**
  - **Contract Start Date**
  - **Contract End Date**
  - **Use for PO25 only**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>CONTRACT PURCHASE ORDER FOR PROMOTIONAL EXAMS FOR DEPUTY SHERIFFS.</td>
<td>18</td>
<td>100</td>
<td>4420</td>
<td>S3090</td>
<td></td>
<td>6,550.00</td>
<td>6,550.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $ 6,550.00

**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):
Price Quote Provided to the
DuPage County Sheriffs Merit Commissioners
June 27, 2018

2018 Sergeant and Lieutenant Promotional Written Exam Revisions Pricing

Corrections Bureau
- Review existing Sgt. and Lt. exams with command staff - $500.00
- Write 8 new test items (4 for Sgt and 4 for Lt) @ $45 each - $360.00
- Meeting #2 to review new exam questions - $500.00
- Revise study guides (both ranks) - $350.00
- Re-format exams and scoring keys - $700.00
- Scoring fee ($500 per rank) - $1,000.00
Total fees for Corrections Bureau: $3,410.00*

Law Enforcement Bureau
- Review existing Sgt. and Lt. exams with command staff - $500.00
- Write 2 new test items (1 for Sgt and 1 for Lt) @ $45 each - $90.00
- Meeting #2 to review new exam questions - $500.00
- Revise study guides (both ranks) - $350.00
- Re-format exams and scoring keys - $700.00
- Scoring fee ($500 per rank) - $1,000.00
Total fees for Law Enforcement Bureau: $3,140.00*

Optional Services:
- Test Administration -$625.00 per rank (1 S&A consultant for one session)
- Candidate Orientation Session - $750.00 (1 S&A consultant for one session)

* All shipping and handling, printing, and travel-related expenses will be kept to a minimum and billed as incurred.

If needed, additional consulting (i.e., responding to candidate challenges/grievances, litigation support, expert witness testimony, depositions, statistical analyses, attend special meetings, etc.) will be billed at our current hourly rates which are $175.00 per hour for Bachelors and Masters-level staff and $250.00 per hour for Ph.D.-level staff.
Our typical billing procedure is to bill one-half project fees at the start of the project and the other half upon completion.
Required Vendor Ethics Disclosure Statement

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

Date: July 25, 2018

Bld/Contract/PO #: 

<table>
<thead>
<tr>
<th>Company Name: Stanard and Associates, Inc.</th>
<th>Company Contact: Lory Newcomb</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: (312) 553-0213</td>
<td>Contact Email: <a href="mailto:lory.newcomb@stanard.com">lory.newcomb@stanard.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount 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.

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

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

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

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

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

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

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

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

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

Authorized Signature: ________________________________

Printed Name: Lory A. Newcomb

Title: Director, Public Safety Consulting

Date: July 25, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 00 of 00 (total number of pages)
## 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:</th>
<th>Stanard &amp; Associates Inc.</th>
<th>Vendor #:</th>
<th>11743</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept:</td>
<td>Merit Commission</td>
<td>Contact:</td>
<td>Patti Weber</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone:</td>
<td>6221</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assigned Committee:</td>
<td>JPS</td>
</tr>
<tr>
<td>Description of Procurement/ Scope of Work/ Background</td>
<td>Purchase promotional exams from Stanard &amp; Associates.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Procurement</td>
<td>The Merit Commission is charged with providing promotional exams to Deputy Sheriffs.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 2018 and 53090
- Budget Transfer (Date) 
- Add info information

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) 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: 
  Not suitable to vet the market at this time since we’ve already been invoiced and the exams are scheduled for the fall. If Committee would like the Merit Commission to vet the market for a new promotional exam vendor, we’d be happy to do so for the next exam which will be the written entrance exam, of which Stanard is also the vendor, which will probably take place summer of 2019. The timing of the written entrance exam is influenced by the Sheriff’s hiring needs.

### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS25)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________________________
- 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>PSW</th>
<th>Jul 24, 2018</th>
<th>Recommended for Approval Date</th>
<th>IT Approval, if required Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>20-2018</td>
<td></td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>8-3-18</th>
<th>Procurement Officer</th>
<th>8-3-18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>8-3-18</td>
<td>Chairman's Office</td>
<td>8-3-18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
Other Action Item
17-18-768

| Request Date: | 7/19/18 | Account Code: | 1000-1900 |

Purpose of Trip: (explain fully the necessity of making the trip)
This annual conference brings together the latest information and techniques for preparedness, homeland security and emergency management. These new techniques will enhance DuPage OHSEM’s skill base be an overall positive impact for the County.

| Destination: | Springfield, Il |

| Date of Departure: | 9/4/2018 | Date of Return Arrival: | 9/6/2018 |

(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

| Registration: | 0 |
| Transportation: | 100.00 |
| Lodging: | 160.00 |
| Rental Car: | 0 |
| Reference Materials: | 0 |
| Meals: (Per Diems) | 127.50 |
| Total: | $ 387.50 |

Enacted and approved this 14th day of August, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Director’s Message

As Director of the Illinois Emergency Management Agency (IEMA), I am very pleased to present the annual IEMA Training Summit, a one-stop-shop for emergency and disaster preparedness. This year’s summit will take place Sept. 4-6 at the Bank of Springfield Center in historic downtown Springfield.

As you browse through the many exceptional training opportunities that will be presented at this year’s summit, I encourage you to participate in sessions that will offer personal professional growth, and those sessions that will provide additional resources to help strengthen your emergency response protocols. This year’s sessions include invaluable hands-on training in many areas including crisis communications; panel discussions regarding the role and benefits of local Medical Reserve Corps; interactive presentations focusing on how you can teach community members to recognize the warning signs of targeted violence; and must see lectures on how to handle social media during emergencies.

Please take a moment to review this year’s Summit rundown. With so many great opportunities to choose from, these sessions are expected to fill up quickly. Be sure to register early. I look forward to meeting you at the 2018 IEMA Training Summit!

Sincerely,
William P. Robertson
Acting Director
IEMA Training Summit

Tuesday, September 04, 2018

11:00 AM

American Red Cross Blood Drive
Sep 04, 11:00 AM - 4:00 PM

Exhibits Open
Main Hall
Sep 04, 11:00 AM- 6:15 PM

Registration / Information Desk Opens
Main Hall
Sep 04, 11:00 AM- 4:45 PM

1:00 PM

2018 Summit Opening Session
Main Hall
Sep 04, 1:00 PM- 2:00 PM

2:00 PM

#VegasStrong: Lessons Learned from the Largest Mass Shooting in U.S. History
Caleb Cage
Main Hall
Sep 04, 2:00 PM- 3:00 PM

3:00 PM

Networking & Refreshment Break / Visit Exhibits
Main Hall
Sep 04, 3:00 PM- 3:30 PM

3:30 PM

Tackling School Violence
Michael Chamness
Sep 04, 3:30 PM- 4:30 PM

4:30 PM

Vendor Networking Reception
Main Hall
Sep 04, 4:30 PM- 6:00 PM

5:30 PM

Executive Session (Invite Only)
Sep 04, 5:30 PM- 8:00 PM

Wednesday, September 05, 2018

7:00 AM

Breakfast / Visit Exhibits
Main Hall

Registration / Information Desk Opens
Main Hall
7:00 AM

**8:00 AM**

**Drone/UAS Use During Disasters and Emergency Response**
Linda Schumm, Matthew Knott, and Kyle Maxwell
Sep 05, 8:00 AM- 9:30 AM

**Planning, Responding, and Recovering When You Least Expect It and 2834 Miles Away from the Disaster**
Thomas Sivak and Peter Raber
Sep 05, 8:00 AM- 9:30 AM

**8:30 AM**

**Amtrak Passenger Train Incident Response**
Gary Miller
Sep 05, 8:30 AM- 9:30 AM

**EMA and HMGP Workshop for Sub-recipients**
Robert Evans
Sep 05, 8:30 AM- 9:30 AM

**9:30 AM**

**Networking & Refreshment Break / Visit Exhibits**
Main Hall
Sep 05, 9:30 AM-10:00 AM

**10:00 AM**

**Earthquake Resilience for Healthcare Facilities**
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12:30 PM

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Off-site
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Thursday, September 06, 2018

7:00 AM

Breakfast
Main Hall
Sep 06, 7:00 AM- 8:00 AM

Information Desk Open
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Region 2 Breakout
Region 11 Breakout
7:00 AM

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9/11 Survivor
Michael Hingson
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Request Date: 7/19/2018  
Account Code: 1000-1900

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Please indicate the estimated amount for each applicable expense.

| Registration: | 0 |
| Transportation: | 0 |
| Lodging: | 158.20 |
| Rental Car: | 0 |
| Reference Materials: | 0 |
| Meals: (Per Diems) | 93.50 |
| Total: | $ 251.70 |

Enacted and approved this 14th day of August, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest:

__________________________
PAUL HINDS, COUNTY CLERK
Director’s Message

As Director of the Illinois Emergency Management Agency (IEMA), I am very pleased to present the annual IEMA Training Summit, a one-stop-shop for emergency and disaster preparedness. This year’s summit will take place Sept. 4-6 at the Bank of Springfield Center in historic downtown Springfield.

As you browse through the many exceptional training opportunities that will be presented at this year’s summit, I encourage you to participate in sessions that will offer personal professional growth, and those sessions that will provide additional resources to help strengthen your emergency response protocols. This year’s sessions include invaluable hands-on training in many areas including crisis communications; panel discussions regarding the role and benefits of local Medical Reserve Corps; interactive presentations focusing on how you can teach community members to recognize the warning signs of targeted violence; and must see lectures on how to handle social media during emergencies.

Please take a moment to review this year’s Summit rundown. With so many great opportunities to choose from, these sessions are expected to fill up quickly. Be sure to register early. I look forward to meeting you at the 2018 IEMA Training Summit!

Sincerely,
William P. Robertson
Acting Director
IEMA Training Summit

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11:00 AM
American Red Cross Blood Drive
Sep 04, 11:00 AM - 4:00 PM
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Main Hall
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Main Hall
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2:00 PM
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3:00 PM
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Michael Chamness
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4:30 PM
Vendor Networking Reception
Main Hall
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5:30 PM
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Sep 04, 5:30 PM - 8:00 PM

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7:00 AM
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Main Hall
Registration / Information Desk Opens
Main Hall
8:00 AM

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Linda Schumm, Matthew Knott, and Kyle Maxwell
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Off-site
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Thursday, September 06, 2018

7:00 AM

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Main Hall
Sep 06, 7:00 AM- 8:00 AM

Information Desk Open
Main Hall
Sep 06, 7:00 AM-12:00 PM

8:00 AM

Region 2 Breakout
Region 11 Breakout
7.G.b

Sep 06, 8:00 AM - 9:00 AM
Region 9 Breakout
Sep 06, 8:00 AM - 9:00 AM
Region 3 Breakout
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Region 6 Breakout
Sep 06, 8:00 AM - 9:00 AM
Region 4 Breakout
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9:00 AM
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**Other Action Item**

17-18-770

| Request Date: | 7/19/18 | Account Code: | 1000-1900 |

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**Date of Departure:** 9/4/2018  
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DU PAGE COUNTY BOARD

Attest: _________________________________
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**Region 6 Breakout**
Sep 06, 8:00 AM - 9:00 AM

**Region 7 Breakout**
Sep 06, 8:00 AM - 9:00 AM

9:00 AM

**Break**
Main Hall
Sep 06, 9:00 AM - 9:15 AM

9:15 AM

**Cyber Warfare and Critical Infrastructure**
Richard Hayes
Sep 06, 9:15 AM - 10:15 AM

10:15 AM

**9/11 Survivor**
Michael Hingson
Sep 06, 10:15 AM - 11:15 AM
Request Date: 7/19/18  Account Code: 1000-1900

Purpose of Trip: (explain fully the necessity of making the trip)
This annual conference brings together the latest information and techniques for preparedness, homeland security and emergency management. These new techniques will enhance DuPage OHSEM’s skill base be an overall positive impact for the County.

Destination: Springfield, IL

Date of Departure: 9/4/2018  Date of Return: 9/6/2018

(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

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Enacted and approved this 14th day of August, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Director’s Message

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Please take a moment to review this year’s Summit rundown. With so many great opportunities to choose from, these sessions are expected to fill up quickly. Be sure to register early. I look forward to meeting you at the 2018 IEMA Training Summit!

Sincerely,
William P. Robertson
Acting Director
Tuesday, September 04, 2018

11:00 AM
American Red Cross Blood Drive
Sep 04, 11:00 AM- 4:00 PM

Exhibits Open
Main Hall
Sep 04, 11:00 AM- 6:15 PM

Registration / Information Desk Opens
Main Hall
Sep 04, 11:00 AM- 4:45 PM

1:00 PM
2018 Summit Opening Session
Main Hall
Sep 04, 1:00 PM- 2:00 PM

2:00 PM
#VegasStrong: Lessons Learned from the Largest Mass Shooting in U.S. History
Caleb Cage
Main Hall
Sep 04, 2:00 PM- 3:00 PM

3:00 PM
Networking & Refreshment Break / Visit Exhibits
Main Hall
Sep 04, 3:00 PM- 3:30 PM

3:30 PM
Tackling School Violence
Michael Chamness
Sep 04, 3:30 PM- 4:30 PM

4:30 PM
Vendor Networking Reception
Main Hall
Sep 04, 4:30 PM- 6:00 PM

5:30 PM
Executive Session (Invite Only)
Sep 04, 5:30 PM- 8:00 PM

Wednesday, September 05, 2018

7:00 AM
Breakfast / Visit Exhibits
Main Hall

Registration / Information Desk Opens
Main Hall
8:00 AM

Drone/UAS Use During Disasters and Emergency Response
Linda Schumm, Matthew Knott, and Kyle Maxwell
Sep 05, 8:00 AM- 9:30 AM

STOP the BLEED Training (B-CON)
Barbara Oliff, RN BSN, Mary Connelly, RN BSN, and Lee Moses
Sep 05, 8:00 AM- 9:30 AM

Planning, Responding, and Recovering When You Least Expect It and 2834 Miles Away from the Disaster
Thomas Sivak and Peter Raber
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Gary Miller
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CMS Emergency Preparedness Rule
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Earthquake Resilience for Healthcare Facilities
Jason Williams, Phillip Pugh, and Brian Blake
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School Safety Recommendations
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Radiation Awareness for First Responders
Jim Kolba and Cheryl Head
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Sep 05, 10:00 AM-11:00 AM
Lunch (on economy)
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12:30 PM

Engaging Communities to Prevent Targeted Violence
Junaid Afeef
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Social Event (RSVP Needed)
Off-site
Sep 05, 5:30 PM - 8:00 PM

Thursday, September 06, 2018

7:00 AM

Breakfast
Main Hall
Sep 06, 7:00 AM - 8:00 AM

Information Desk Open
Main Hall
Sep 06, 7:00 AM - 12:00 PM

8:00 AM

Region 2 Breakout
Region 11 Breakout
7:I.b

Sep 06, 8:00 AM - 9:00 AM
Region 9 Breakout
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9/11 Survivor
Michael Hingson
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Other Action Item

17-18-772

Request Date: 7/19/18  Account Code: 1000-1900

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Acting Director
IEMA Training Summit

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<td>12:30 PM</td>
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<td>Junaid Afeef</td>
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<td>Illinois Flood Resiliency Groups</td>
<td>Charles Pedersen</td>
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<td>Break</td>
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<td>Social Media - Lessons From ISP District 10 Trooper Tracy</td>
<td>Tracy Lillard</td>
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https://iemasummit2018.pathable.com/meetings.html
Networking & Refreshment Break / Visit Exhibits
Main Hall
Sep 05, 2:45 PM - 3:15 PM

3:15 PM

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9/11 Survivor
Michael Hingson
Sep 06, 10:15 AM-11:15 AM
July 16, 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 June 30, 2018.

Sincerely,

JEFFREY R. YORK
Public Defender of DuPage County

JRY/mb
encl.
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<td><strong>2018 AVERAGE MONTHLY FELONY CASES</strong></td>
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