1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN’S REPORT - CHAIR HART

5. APPROVAL OF MINUTES

   Health & Human Services - Re-Scheduled - Tuesday July 10th, 2018

6. COMMUNITY SERVICES - MARY KEATING

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

      1. FI-R-0367-18 RESOLUTION -- Acceptance and Appropriation of the Illinois Department of Human Services Supportive Housing Program Grant PY19 Agreements No. FCSXH00172 and FCSXH00352 Company 5000 - Accounting Unit 1760 $208,677.00

      2. FI-R-0368-18 RESOLUTION -- Acceptance And Appropriation of the HUD 2017 Continuum of Care Planning Grant PY19 Agreement No. IL1606L5T141700, Company 5000 Accounting Unit 1510, $128,502

      3. FI-R-0369-18 RESOLUTION -- Acceptance and Appropriation of the Low Income Home Energy Assistance Program (LIHEAP) - State Grant FY19 Inter-Governmental Agreement No. 19-254028 Company 5000-Accounting Unit 1495 $2,856,548.00

      4. FI-R-0370-18 RESOLUTION -- Revision to Personnel Budget - Aging Case Coordination Unit Fund PY18 5000-1720 - To delete a vacant Case Manager position and add a Community Services Supervisor position for the APS division.

      5. HHS-R-0371-18 RESOLUTION -- Approval of issuance of payments by DuPage County to energy assistance providers through the Low Income Home Energy Assistance Program (LIHEAP) State Grant FY19 No. 19-254028 in the amount of $2,542,328.00
6. Change Order -- HHS-P-0202A-17 Amendment to Resolution HHS-P-0202-17, County Contract 2649-0001 SERV, issued to DuPage Federation/LARC, to provide face-to-face and telephonic interpreter services to the Senior Services unit in Community Services for the period of July 15, 2017 through July 14, 2018, to increase encumbrance in the amount of $8,000.00, resulting in an amended contract total for DuPage Federation/LARC not to exceed $58,000.00, an increase of 16%.

B. CS Requests for Parent Committee Final Approval

2018-182 Recommendation for the approval of a contract purchase order to CDWG for the purchase of three (3) HP EliteDesk desktops and two (2) HP EliteBook laptops for Community Services, for a contract total amount not to exceed $5,142.50. Contract pursuant to the Intergovernmental Cooperation Act (National IPA/TCPM). (Senior Services/CCU Grant)

7. DUPAGE CARE CENTER - JANELLE CHADWICK

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

A. FL-R-0372-18 RESOLUTION -- Acceptance of an Extension of the DuPage Convalescent Center Foundation Recreation Therapy Grant PY16 - Company 5000- Accounting Unit 2120

B. HHS-P-0211-18 Recommendation for the issuance of a contract purchase order to ARxIUM, Inc., to provide supplies for the medication dispensing machine, for the DuPage Care Center, for the period August 16, 2018 through August 15, 2019, for a contract total amount not to exceed $25,000.00, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source. (Supplies for medication dispensing machine in Pharmacy)

C. HHS-P-0218-18 Recommendation for the approval of a contract purchase order to Professional Clinical Laboratories dba PCL Alverno, for patient laboratory services, for the DuPage Care Center, for the period August 22, 2018 through August 21, 2019, for a contract total amount not to exceed $31,000.00, per sole Proposal #P17-136-GV, first of three one-year optional renewals.

D. Change Order -- HHS-CO-0006A-18 - Amendment to Resolution HHS-CO-0006-18 (purchase order 2486-0001 SERV), issued to Great Lakes Coca-Cola Distribution, LLC, for canned and bottled beverages to be sold in three (3) County Cafe's for the period May 1, 2017 through July 29, 2018, to increase encumbrance in the amount of $3,500.00, resulting in an amended contract total amount not to exceed $33,300.00, an increase of 11.74%. (2486-0001 SERV)

8. BUDGET TRANSFERS
A. Budget Transfers -- Community Services - To transfer funds to a line item that has a zero (0) budget to purchase County labeled jackets for the Adult Protective Services staff - $550.00

B. Budget Transfers -- DuPage Care Center - To transfer budgeted funds, allowing for sufficient funds to be available for payroll expense postings - $202,399.00

9. TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL

A. Authorization for Overnight Travel -- Community Services Manager to attend the Regional Ombudsman Quarterly Meeting in Springfield, Illinois from August 22, 2018 through August 23, 2018. Expenses to include transportation, lodging, and per diem for approximate total of $390.00. Senior Grant funded 5000-1720.

B. Authorization for Overnight Travel -- Community Services Information and Referral Administrator to attend the Illinois Alliance of Information and Referral Systems (AIRS) Board Meeting & Annual Conference in Bloomington, Illinois from September 17, 2018 through September 19, 2018. Expenses to include registration, lodging, miscellaneous (parking, mileage, etc.), and per diem for approximate total of $576.80. Community Services Block Grant (CSBG) funded.

C. Authorization for Overnight Travel -- Community Services Manager to attend the Illinois Alliance of Information and Referral Systems (AIRS) Annual Conference to maintain the Certified Information and Referral Specialist (C.I.R.S.) certification, in Bloomington, Illinois, from September 17, 2018 through September 19, 2018. Expenses to include registration, lodging, and per diem for approximate total of $489.50. CSBG Grant funded 5000-1650.

D. Authorization for Overnight Travel -- Community Services Senior Research Coordinator to attend the Illinois Alliance of Information and Referral Systems (AIRS) Annual Conference to obtain the Resource Specialist (C.R.S.) Certification in Bloomington, Illinois, from September 18, 2018 through September 19, 2018. Expenses to include registration, lodging, reference materials, and per diem for approximate total of $339.75.

E. Authorization for Overnight Travel -- Community Services - Two (2) Senior Services staff members to attend the Illinois Alliance of Information and Referral Systems (AIRS) Annual Conference training to obtain/maintain the Certified Information and Referral Specialist Aging/Disabled (C.I.R.S.) A/D Certification, in Bloomington, Illinois, from September 18, 2018 through September 19, 2018. Expenses to include registration, lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate combined total of $789.50. Senior Grant funded 5000-1720.
F. Authorization for Overnight Travel -- Community Services - Three (3) LIHEAP staff members to attend the Illinois Alliance of Information and Referral Systems (AIRS) Annual Conference training to obtain/maintain the Certified Information and Referral Specialist (C.I.R.S.) Aging/Disabled (A/D) certification, in Bloomington, Illinois, from September 18, 2018 through September 19, 2018. Expenses to include registration, lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate combined total of $1290.00. LIHEAP Grant funded 5000-1420.

G. Authorization for Overnight Travel -- Community Services - Four (4) Information & Referral Specialists to attend the Illinois Alliance of Information and Referral Systems (AIRS) Annual Conference to obtain/maintain the Certified Information and Referral Specialist (C.I.R.S.) Aging/Disabled (A/D) certification, in Bloomington, Illinois, from September 18, 2018 through September 19, 2018. Expenses to include registration, lodging, and per diem for approximate combined total of $1279.00. CSBG Grant funded 5000-1650.

H. Authorization for Overnight Travel -- Community Services - Two (2) LIHEAP Staff to attend the Annual LIHEAP Policy and Procedure workshop in Springfield, Illinois from August 28, 2018 through August 29, 2018. Expenses to include transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate combined total of $850.00. LIHEAP Grant funded 5000-1420.

10. CONSENT ITEMS

Consent Item -- Extend CDW Government through November 30, 2018. National IPA contract was to expire 08/15/18. CDW-G has been awarded a contract with National IPA under agreement 2018011-01.

11. INFORMATIONAL ITEMS

12. RESIDENCY WAIVERS - JANELLE CHADWICK

13. COMMUNITY SERVICES UPDATE - MARY KEATING

14. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

   DuPage Care Center 2019 Budget Request

15. OLD BUSINESS

16. NEW BUSINESS

17. ADJOURNMENT
1. CALL TO ORDER

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

2. ROLL CALL

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

3. PUBLIC COMMENT

No public comments were received at this meeting.

4. CHAIRMAN'S REPORT - CHAIR HART

Chairman Hart reminded the committee about the Adult Protective Services Conference on Wednesday, July 18 at the Carol Stream Holiday Inn. He encouraged everyone to attend.

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Jun 19, 2018 10:15 AM

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


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

FI-R-0241-18 RESOLUTION -- Acceptance and Appropriation of the Illinois Department of Human Services Emergency Solutions Grant PY19 Inter-Governmental Agreement No. FCSXH03761, Company 5000 - Accounting Unit 1695 - $37,104

RESULT: APPROVED [UNANIMOUS]

MOVER: Amy L Grant, District 4
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Grant, Hart, Larsen, Tornatore
ABSENT: Khouri

B. CS Requests for Parent Committee Final Approval

2018-162 Recommendation for the approval of a contact purchase order to enter into an Independent Contractor Agreement with Imani Simmons to provide case management assistance to the Adult Protective Services unit of Senior Services. This contract covers the period of April 9, 2018 through September 30, 2018, for a contract total amount not to exceed $10,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). Senior Services Grant Funded.

RESULT: APPROVED [UNANIMOUS]

MOVER: Sam Tornatore, Vice Chair
SECONDER: Elizabeth Chaplin, District 2
AYES: Chaplin, Grant, Hart, Larsen, Tornatore
ABSENT: Khouri

7. COMMUNITY DEVELOPMENT COMMISSION - MARY KEATING

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

1. HHS-R-0242-18 RESOLUTION -- Recommendation for Approval of the Transfer and Reclassification of Eight Liens From Franciscan Ministries to Mercy Housing, for $175,693 in Rental Rehabilitation Program (RRP) for Eight Properties and Sixty-five Units.
B. CDC Requests That Also Require Finance And/Or County Board Approval

1. 2018-163 Recommendation to approve the renewal of the ZoomGrants Agreement for the web-based grant application service, from July 1, 2018 through June 30 2019 for Community Development, for a contract total not to exceed $10,500.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

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

8. DUPAGE CARE CENTER - JANELLE CHADWICK

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

HHS-P-0197-18 Recommendations for the approval of a contract purchase order to Joerns LLC, for fluid immersion simulation system (approved equal) for the DuPage Care Center, for the period of August 9, 2018 through August 8, 2019, for a total contract amount of $26,400.00, per low bid #17-110-GV, first of three one-year optional renewals.

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Sam Tornatore, Vice Chair
AYES: Chaplin, Grant, Hart, Larsen, Tornatore
ABSENT: Khouri
B. DuPage Care Center Requests for Parent Committee Final Approval

Items 8.B.1. through 8.B.4. were combined and approved.

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

1. 2018-164 Recommendations for the approval of a contract purchase order to Direct Supply, for wheelchairs and cushions for the Physical Therapy Department at the DuPage Care Center, for the period July 11, 2018 through November 30, 2018, for a contract total not to exceed $5,684.00, per sole quote #18-18-152-GV.

2. 2018-165 Recommendation for the approval of a contract purchase order to Office Depot, for one Clarke 28" Focus II Boost Micro Rider Auto Scrubber, for the DuPage Care Center, for the period July 11, 2018 through November 30, 2018, for a total amount not to exceed $11,959.00, per low quote #18-144-GV.

3. 2018-166 Recommendation for the approval of a contract purchase order to Direct Supply, for Joerns replacement bed parts, for the DuPage Care Center, for the period August 7, 2018 through August 6, 2019, for a contract total not to exceed $21,000.00, first of three optional renewals per sole quote 17-112-GV.

4. 2018-167 Recommendation for the approval of a contract purchase order to First Biomedical, Inc. dba Infusystem, Inc., for rental of Baxter Flo-Gard 6201 pumps for the DuPage Care Center, for the period August 1, 2018 through July 31, 2019, for a contract total not to exceed $6,000.00, per low quote #17-201-GV, first of three one-year options to renew.

9. BUDGET TRANSFERS

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

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

A. Budget Transfers -- Family Center - Neutral Exchange Site FY18 - To transfer funds from budgeted accounts where there are projected surpluses to Personnel Accounts where there are projected deficits through November 30, 2018 - Community Services - $19,000.00
B. Budget Transfers -- Aging Case Coordination Unit Grant - To transfer grant funds to cover additional remodeling costs and employee benefit pay outs, and to increase surety bond coverage, dues, and early intervention service to clients, and to purchase a telecom software license required for Senior Services - Community Services - $34,320.00

10. TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL

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

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

A. Authorization for Overnight Travel -- Community Services Manager to attend the National Adult Protective Services (APS) Conference in Anaheim, California from August 25, 2018 through August 30, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $1,918.00. Seniors grant funded 5000-1720.

B. Authorization for Overnight Travel -- Family Center Administrator to work with Access & Visitation grant administrators on an education initiative in Springfield, Illinois from July 11, 2018 through July 12, 2018. All costs will be covered by the state department, Healthcare and Family Services; no County costs will be incurred. This travel request will be pre-approved at the Health and Human Services Committee on July 10, 2018; will be presented at County Board as informational only (after the travel) on July 17, 2018.

C. Authorization for Overnight Travel -- Family Center Program Manager to work with Access & Visitation grant administrators on an education initiative in Springfield, Illinois from July 11, 2018 through July 12, 2018. All costs will be covered by the state department, Healthcare and Family Services; no County costs will be incurred. This travel request will be pre-approved at the Health and Human Services Committee on July 10, 2018; will be presented at County Board as informational only (after the travel) on July 17, 2018.

11. CONSENT ITEMS

Consent Item -- Extend Vistar Performance Food Service through September 30, 2018 to allow for bidding purposes for snack and sundry items for the County Campus Cafe's (2966-0001 SERV)
12. INFORMATIONAL ITEMS

13. RESIDENCY WAIVERS - JANELLE CHADWICK

One Out of County Residency Waiver

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

14. COMMUNITY SERVICES UPDATE - MARY KEATING

A. Community Services 2019 Budget Request

1. Community Services 2019 Budget Request Presentation

Mary Keating, Director of Community Services, stated the Community Services budget is primarily funded by state and federal grants but receives County general funds support for a number of different programs, which in many cases matches or leverages grant funds.

In an effort to reduce the general fund obligation to support Community Services programs, the department made some improvements;

- In a partnership with Outreach Community Services to transition the operation of the last County sponsored neighborhood resource center over a five year period, the County will save $92,811 annually beginning in 2019 by eliminating the salaries of 1.5 fulltime employees, fringes, and rent.
- Community Services joined forces with the DuPage County Communications office to engage the use of the DuPage County Health Department’s graphics department for the design and production of printed materials. This allowed Community Services to eliminate a marketing and outreach staff headcount, saving the County $84,000 in salary and benefits.
- Community Services consistently has a small portion of positions within the general fund headcount unfilled and also leverages grant funds whenever possible. Five of
the general fund headcount are charging 100% of their time to grants and four are partially charged to grants. The total offset reduces the general headcount by $460,000 in salaries and fringes.

- In 2016, Community Services began exploring the possibility of generating revenue for Psychological Services. What began as an administrative partnership with the DuPage County Health Department, became apparent that a full merger of Psychological Services into the Health Department would be most beneficial to all. The merge, completed in 2018, will generate financial savings to the 2019 County general fund over $919,000, as the Health Department is absorbing all services and expenses related to Psychological Services.

- The Senior Services unit is essentially a subcontractor for the State of Illinois. The State provides us with some grant funding but most revenue comes from fee for services. Since 2010, the number of clients has increased 54% and the time to complete an assessment has increased from 2.5 to 3 hours due to increased paperwork the state requires. Adult Protective Services (APS) is responsible for the State's new self-neglect program and the APS cases have increased 78%, partially due to the expansion of adults with disabilities. Headcount has been increased to meet the increase in clients, increasing salaries and insurance for staff. Other than an 8% increase to APS that does not meet additional expenses, the State reimbursement rate has not increased since 2010. Senior Services built up some financial reserves for operations prior to 2010, but at the rate of client growth and current expenses, the reserves will be depleted and there will be a projected deficit of $285,000 for 2019.

Ms. Keating spoke of the maintenance level budget, which is a status quo budget that determines what is needed financially for the department to operate in 2019 as it did in 2018. Ms. Keating requested that $513,000 of the expenses saved from Psychological Services and the Outreach Partnership in the amount of $1,058,949 be applied to the Family Shelter Service, increased interpreter usage, emergency alert devices for staff completing home visits, and increased financial support for Senior Services. Overall, this would still provide the County general budget a $545,949 savings.

The detailed presentation handout is attached hereto and made part of the minutes packet.

2019 Budget Presentation Handout

2. Family Coordination Strategic Initiative

Ms. Keating spoke of the need to financially support the development of a Family Coordination Program to assist families of elders and disabled adults in which high conflict family dynamics interfere with the individual's well-being and/or safety. The Family Center staff has the expertise in mediation and will partner with APS to
alleviate the APS case load of family conflict issues that does not match the skill set of APS staff.

The 2019 Strategic Initiative proposal is to pilot the Family Coordination project for the first year, working with the judiciary, attorneys and families to assess the most important unmet needs and develop the pilot program. The request for funding includes one fulltime mediation staff and funds for additional training.

The detailed presentation handout is attached hereto and made part of the minutes packet.

Ms. Keating and staff answered questions from the committee related to the budget proposal.

B. Pilot II Discussion

Ms. Keating explained that Pilot II is a subsidized taxi service that was designed to assist municipalities with ridership discounts. The program has experienced a decline in ridership and the administrative services provided by Community Services is no longer cost effective. Ms. Keating proposes that DuPage County eliminate the program at the end of the contract in February, 2019, with the option for residents to use Ride DuPage and for municipalities to sponsor their own program if interested.

The detailed presentation memorandum is attached hereto and made part of the minutes packet.

Pilot II Termination Memo

15. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

16. OLD BUSINESS

17. NEW BUSINESS

18. ADJOURNMENT
There being no further business, the meeting was adjourned at 10:55 AM.
Resolution

FI-R-0367-18

ACCEPTANCE AND APPROPRIATION OF THE ILLINOIS DEPARTMENT OF HUMAN SERVICES SUPPORTIVE HOUSING PROGRAM GRANT PY19 AGREEMENTS NO. FCSXH00172 AND FCSXH00352 COMPANY 5000 - ACCOUNTING UNIT 1760 $208,677

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Human Services that grant funds in the amount of $208,677 (TWO HUNDRED EIGHT THOUSAND, SIX HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS) are available to be used to assist low-income eligible families in obtaining or maintaining stable housing; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreements No. FCSXH00172 and FCSXH00352 with the Illinois Department of Human Services, copies of which are attached to and incorporated as a part of this resolution by reference (Attachment II and III); and

WHEREAS, the term of the agreements are from July 1, 2018 through June 30, 2019; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Agreements No. FCSXH00172 and FCSXH00352 (Attachment II and III) between DuPage County and Illinois Department of Human Services are 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 $208,677 (TWO HUNDRED EIGHT THOUSAND, SIX HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS) be made to establish the Illinois Department of Human Services Supportive Housing Program Grant PY19, Company 5000 - Accounting Unit 1760 for the period July 1, 2018 through June 30, 2019; and

BE IT FURTHER RESOLVED, that the personnel budget for the Community Services Department be revised to reflect the addition of:

**Full Time**

| 50000 (1) Case Manager | Grade 110 $34,428 - $57,381; and |

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

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

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

Enacted and approved this 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 ILLINOIS DEPARTMENT OF HUMAN SERVICES SUPPORTIVE HOUSING PROGRAM GRANT PY19 AGREEMENTS NO. FCSXH00172 AND FCSXH00352 COMPANY 5000 – ACCOUNTING UNIT 1760 $208,677**

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**TOTAL ANTICIPATED REVENUE** $208,677

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**TOTAL ADDITIONAL APPROPRIATION** $208,677
INTER - GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND

DUPAGE COUNTY DEPARTMENT OF

The Illinois Department of Human Services (Grantor or DHS), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762, and DUPAGE COUNTY DEPARTMENT OF (Grantee), with its principal office at 421 N County Farm Rd Wheaton, IL 60187-3978 and payment address (if different than principal office) at ________________, hereby enter into this Inter-governmental Grant Agreement ("Agreement"), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party".

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 36-6006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
- Sole Proprietorship
- Partnership
- Corporation (includes Not For Profit)
- Medical Corporation
- Governmental Unit
- Estate or Trust

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

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.
1.2. Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☐ are estimated to be $77,110.00, of which $0.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is See ExhibitA and Number is See ExhibitA. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA. The State Award Identification Number is See ExhibitA.

1.4. Term. This Agreement shall be effective on Jul 1, 2018 and shall expire on Jun 30, 2019, unless terminated pursuant to this Agreement.

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

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

ILLINOIS DEPARTMENT OF HUMAN SERVICES

By: ____________________________
Signature of James T. Dimas, Secretary

By: ____________________________
Signature of Designee

Date: ____________________________
Printed Name: ____________________________
Printed Title: ____________________________

DUPAGE COUNTY DEPARTMENT OF

By: ____________________________
Signature of Authorized Representative

Date: ____________________________
Printed Name: ____________________________
Printed Title: ____________________________

E-mail: pat.dempsey@dupageco.org

FEIN: 36-6006551

By: ____________________________
Signature of First Other Approver, if Applicable

Date: ____________________________
Printed Name: ____________________________
Printed Title: ____________________________

Other Approver

By: ____________________________
Signature of Second Other Approver, if Applicable

Date: ____________________________
Printed Name: ____________________________
Printed Title: ____________________________

Second Other Approver
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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


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

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Illinois.

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

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

ARTICLE IV
PAYMENT

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

ARTICLE VI
BUDGET

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

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

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

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

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

ARTICLE VII
ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.
(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee’s fiscal year end, as dictated in the applicable appendices, such as:
   (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,
   (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
   (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
   (iv) Appendix V to Part 200 governs State/Local Governmentwide Central Service Cost Allocation Plans.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII
REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X
UNLAWFUL DISCRIMINATION

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

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

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


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

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

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

ARTICLE XI
LOBBYING

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

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

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

13.3. Consolidated Year-End Financial Reports.

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

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

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

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

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

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

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

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

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

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

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

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


ARTICLE XV
AUDIT REQUIREMENTS

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

15.2 Audit Requirements.

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

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

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

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

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

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

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

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

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

ARTICLE XVIII
NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX
STRUCTURAL REORGANIZATION

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

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST

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

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

ARTICLE XXII
EQUIPMENT OR PROPERTY

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

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

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

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

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

ARTICLE XXIV
INSURANCE

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

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

ARTICLE XXV
LAWSUITS

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

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

ARTICLE XXVI
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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EXHIBIT A
PROJECT DESCRIPTION

FEDERAL PROGRAM NAME:
STATE PROGRAM NAME: HOMELESS PREVENTION
PURPOSE OF GRANT

CSFA Number: 444-80-0657
Appropriation FY: 2019
Appropriation Code: 80001490F
Appropriation Desc: HOMELESS PREVENTION
Appropriation Amount: $7,625.00
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
CFDA: N/A - CFDA Name: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

CSFA Number: 444-80-0657
Appropriation FY: 2019
Appropriation Code: 802864900
Appropriation Desc: Homeless Prevention
Appropriation Amount: $69,485.00
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
CFDA: N/A - CFDA Name: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

The Homeless Prevention Provider will provide one or more of the following services:
1. rental/mortgage assistance not to exceed two months of specified rent/mortgage;
2. rental/mortgage arrearage not to exceed three months of specified rent/mortgage;
3. utility assistance with no specific time limitations;
4. utility arrearage with no specific time limitations;
5. rent/security deposit not to exceed two months of specified deposit; or
6. case management, which is the coordination of acquisition, delivery and use of program
   services, not to exceed 10% of the total grant;
7. supportive services directly related to the prevention of homelessness or repeated
   episodes of homelessness. Supportive services include, but are not limited to: advocacy,
   alcohol abuse, child care, counseling, education, employment, English as a Second
   Language, follow up, health, dental, HIV and Aids Related, housing location/inspection,
   legal/referral, outreach, mental health, substance abuse, and transportation services.

The Homeless Prevention Program Provider will adhere to the requirements outlined in the
Homeless Prevention Act, which can be found at 310 ILCS 70/ of the Illinois Compiled
EXHIBIT A

Statutes.

------ END OF PROGRAM: HOMELESS PREVENTION ------
EXHIBIT B
DELCIVERABLES OR MILESTONES

1) The Provider will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the population targeted for service.

2) The Provider will attend local Continuum of Care homeless network meetings and report on progress and distribution of IDHS funds from the Illinois Department of Human Services (IDHS).

3) The Provider will have a community outreach plan, which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS. This plan must include outreach to other community service agencies, court and sheriffs personnel involved with eviction matters, and other outreach entities. IDHS must be advised of any publication and distribution of flyers, printed materials and brochures that are part of the IDHS funded program.

4) The Provider will document participant need and eligibility, and maintain documentation in the participant=s files for a minimum of five years. The Provider must use the Homeless Prevention Documentation Checklist tool to assure completeness of the participant file.

5) The Provider will expend program funds under any of the allowable cost categories: prevention rental/mortgage assistance, security deposit assistance, utility assistance, approved case management, and approved legal services according to program rules and consistent with the purposes of the Homeless Prevention Act.

6) The Provider will adhere to the IDHS program requirements including non-discrimination and community-wide access to Homeless Prevention Program Services.

7) The Provider will conduct follow-up on all households served through the program during the previous fiscal year.

8) The Provider will have the ability to download the IDHS SNAP application and distribute it to eligible households. The Provider must also screen every Homeless Prevention Program household to determine their need and eligibility for LIHEAP assistance and, based upon that determination, assist with a LIHEAP application (or referral).

9) The participants will have a complete intake and assessment done upon entry into the program.

10) The Provider will have a written agreement or Memorandum of Understanding for referrals to other social service providers. The agreement or Memorandum at a minimum must include: type(s) of services(s) to be provided, how referrals will be handled by each entity, and follow-up actions.

11) The Provider will report deliverables and outcomes by the 20th of the month following the end of the quarter utilizing the web-based reporting system.

12) The Provider will submit data as requested to fulfill IDHS performance requirements.

The following projected data are also included in the Provider's Grant Funding.
EXHIBIT B

Application:
the projected total number of households served; and
the projected number of households receiving rental/mortgage Assistance; and
the projected number of households receiving utility assistance; and
the projected number of households receiving security deposit assistance.

------ END OF PROGRAM: HOMELESS PREVENTION ------
EXHIBIT C
PAYMENT

Grantee shall receive $77,110.00 under this Agreement.

Enter specific terms of payment here:

The Provider will receive payments on a grant basis. The Homeless Prevention Program is a grant that receives all or part of the funding in advance of the actual delivery of service. This includes prorated prospective payments and payments made by DHS on an estimated basis or any other basis when DHS does not know the actual amount earned by the provider. This does not include advance payments made under the authority of the State Finance Act (30 ILCS 105/9.05) (89 Ill. Adm. Code §511), nor does it include payments made by the Department when there is documentation prior to expiration of the lapse period to which the expenditures are charged that the goods or services were received. All funds paid as a grant are subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.).

All funds disbursed by DHS on a grant basis are subject to reconciliation and the recovery of lapsed funds. Grant funds recovery activity is based on the Illinois Grant Funds Recovery Act (30 ILCS 705). The reconciliation will be based on one of the following methods at the election of the Department:

- Eligible Expenditures vs. Program Revenue - This method compares the eligible expenditures to the total Department grant revenues by program. An independent audit and associated supplemental revenue and expense schedule may be required from the Provider. Eligible expenditures will be determined based on 89 Ill. Adm., Part 10.
- Eligible Services Delivered vs. Services Projected - This method compares the actual eligible services delivered to the services projected in the contract or agreement. If the services were based on a rate or unit of cost methodology, the number of eligible service units delivered times the rate or unit is compared to the total of all grant payments for that service.

Method of Payment
Payments for the Homeless Prevention Program will be made as prescribed by IDHS.

----- END OF PROGRAM: HOMELESS PREVENTION -----
**EXHIBIT D**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

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

<table>
<thead>
<tr>
<th><strong>GRANTOR CONTACT</strong></th>
<th><strong>GRANTEE CONTACT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Darcie Hannah</td>
<td><strong>Name:</strong> MARY KEATING</td>
</tr>
<tr>
<td><strong>Title:</strong> SSPP III</td>
<td><strong>Title:</strong> DIRECTOR</td>
</tr>
</tbody>
</table>
| **Address:** 823 East Monroe  
Springfield, IL 62701 | **Address:** |
| **Phone:** 217-782-1317 | **Phone:** 630-407-6500 |
| **TTY #:** | **TTY #:** 630-407-6502 |
| **Fax #:** | **Fax #:** 630-407-6501 |
| **E-mail Address:** darcie.hannah@illinois.gov | **E-mail Address:** mary.keating@dupageco.org |

**Additional Information:**

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State Of Illinois.
DHS INTERGOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 3 22 18
Published Revision : 2018.06.28.10.21.31 889
Page: 30 of 20

Attachment: HP Agreement FCSXHO0172 (FI-R-0367-18 : IDHS Grant Funds PY19 $208,677)
EXHIBIT E
PERFORMANCE MEASURES

1. Number of providers that will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the population targeted for service.

2. Number of providers that will attend local Continuum of Care homeless network meetings and report on progress and distribution of funding from the Illinois Department of Human Services (IDHS).

3. Number of providers that will have a community outreach plan, which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS.

4. Number of providers that will document participant need and eligibility, and maintain documentation in the participant's files for a minimum of five years.

5. Number of providers that must use the Homeless Prevention Documentation Checklist tool to assure completeness of the participant file.

6. Number of providers that will expend program funds under any of the allowable cost categories: prevention rental/mortgage assistance, security deposit assistance, utility assistance, approved case management, and approved legal services according to program rules and consistent with the purposes of the Homeless Prevention Act.

7. Number of providers that will adhere to the IDHS program requirements including non-discrimination and community-wide access to Homeless Prevention Program Services.

8. Number of providers that will conduct follow-up on all households served through the program during the previous fiscal year.

9. Number of providers that must have the ability to down-load the IDHS SNAP application and distribute it to eligible households.

10. Number of providers that must screen every Homeless Prevention Program household to determine their need and eligibility for LIHEAP assistance and, based upon that determination, assist with a LIHEAP application (or referral).

11. Number of participants that will have a complete intake and assessment done upon entry into the program.

12. Number of providers that must submit all intake and assessment forms to IDHS annually for approval.

13. Number of providers that will have a written agreement or Memorandum of Understanding for referrals to other social service providers.

14. Number of providers that will report in the timeframes designated by IDHS, the program deliverables and outcomes using the Homeless Prevention Program web-based reporting system.

15. Number of providers that will provide requests for projected data in the provider's Grant Funding Application.

------ END OF PROGRAM: HOMELESS PREVENTION ------
EXHIBIT F
PERFORMANCE STANDARDS

1. 100% of all providers must have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the population targeted for service.

2. 100% of all providers must attend local Continuum of Care homeless network meetings and report on progress and distribution of funding from the Illinois Department of Human Services (IDHS).

3. 100% of all providers must have a community outreach plan, which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS.

4. 100% of all providers must document participant need and eligibility, and maintain documentation in the participant=s files for a minimum of five years.

5. 100% of all providers must use the Homeless Prevention Documentation Checklist tool to assure completeness of the participant file.

6. 100% of all providers must expend program funds under any of the allowable cost categories: prevention rental/mortgage assistance, security deposit assistance, utility assistance, approved case management, and approved legal services according to program rules and consistent with the purposes of the Homeless Prevention Act.

7. 100% of all providers must adhere to the IDHS program requirements including non-discrimination and community-wide access to Homeless Prevention Program Services.

8. 100% of all providers must conduct follow-up on all households served through the program during the previous fiscal year.

9. 100% of all providers that must have the ability to download the IDHS SNAP application and distribute it to eligible households.

10. 100% of all providers must screen every Homeless Prevention Program household to determine their need and eligibility for LIHEAP assistance and, based upon that determination, assist with a LIHEAP application (or referral).

11. 100% of all participants must complete intake and assessment done upon entry into the program.

12. 100 of all providers must submit all intake and assessment forms to IDHS annually for approval.

13. 100% of all providers must have a written agreement or Memorandum of Understanding for referrals to other social service providers.

14. 100% of all providers must submit timely deliverables and outcomes using the Homeless Prevention Program web-based reporting system.

15. 100% of providers must provide requests for projected data in the provider=s Grant Funding Application.

------- END OF PROGRAM: HOMELESS PREVENTION -------
EXHIBIT G
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee.

FISCAL AND ADMINISTRATIVE (from the FY 2019 ICQ)

1. The nature of the additional requirements.
   GATA Conditions
   06 - Audit (2 CFR 200.500)
   Requires desk review of the status of implementation of corrective actions;

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

3. The nature of the action needed to remove the additional requirements, if applicable.
   GATA Conditions
   06 - Audit (2 CFR 200.500)
   Completion of corrective action plan implementation.

4. The time allowed for completing the actions if applicable.
   GATA Conditions
   06 - Audit (2 CFR 200.500)
   When corrective action is complete.

PROGRAMMATIC
N/A

------ END OF PROGRAM: HOMELESS PREVENTION ------
PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII
ADDITIONAL CERTIFICATIONS

27.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) Adult Protective Services Act. Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor’s behalf and should make a report to the appropriate program office (320 ILCS 20/1 et seq.).

(b) Grant Award Requirements. Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) Business Entity Registration. Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

ARTICLE XXVIII
ADDITIONAL TERMS

28.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

28.2 Multiple Locations. In the event that Grantee has more than one location, Grantee shall include in EXHIBIT D either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee’s primary location.

28.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award’s successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee’s authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.
28.4 Grant Funds Recovery. The provisions of 89 Ill. Adm. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

28.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor’s premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS’ premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee’s employees and subcontractors assigned to work on Grantor’s premises. Grantee agrees, to the extent permitted by law, to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

28.6 Gifts. In addition to the Gift ban described in Paragraph 26.1, Grantee will provide Grantor with advance notice of Grantee’s provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

28.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor’s choosing. Such notice shall be effective upon dispatch.

28.8 Equipment and Supplies. Grantee must obtain disposition instructions from Grantor when equipment or supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment or supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment and supplies according to applicable best practices, manufacturer’s guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of equipment or supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

ARTICLE XXIX
MONITORING AND INFORMATION

29.1 Monitoring of Conduct. In addition to Article XII of PART ONE, Grantor shall monitor Grantee’s conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor’s termination of this Agreement.

29.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request,
necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee’s contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

29.3 Rights of Review. This ARTICLE XXIX does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

**ARTICLE XXX**

**WORK PRODUCT**

30.1 Assignment of Work Product. “Work Product” means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee’s intellectual property that has been or will later be developed outside this Award.

30.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor’s prior written consent.

30.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantee will attempt to resolve Grantor’s concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

30.4 Unresolved Objections; Disclaimer. If Grantor’s objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: “Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article.” Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

**ARTICLE XXXI**

**POST-TERMINATION/NON-RENEWAL**

31.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:
(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients’ funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

31.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.
PART THREE - THE PROJECT - SPECIFIC TERMS

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

ARTICLE XXXIII
ADDITIONAL REQUIREMENTS

33.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: http://www.dhs.state.il.us/page.aspx?item=29741 and is hereby incorporated into this Agreement.

33.2 Program Attachment. The related Program Attachment, if applicable, is [URL]. It can be found via the following DHS website: http://www.dhs.state.il.us/page.aspx?item=29741 and is hereby incorporated into this Agreement.
## Section A: State of Illinois Funds

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Illinois Requested:</td>
<td>$77,110.00</td>
</tr>
</tbody>
</table>

### Budget Expenditure Categories

<table>
<thead>
<tr>
<th>Category</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (200.430)</td>
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</tr>
<tr>
<td>2. Fringe Benefits (200.431)</td>
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</tr>
<tr>
<td>3. Travel (200.474)</td>
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</tr>
<tr>
<td>4. Equipment (200.439)</td>
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</tr>
<tr>
<td>5. Supplies (200.94)</td>
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</tr>
<tr>
<td>6. Contractual Services/Subawards (200.318 and 200.92)</td>
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</tr>
<tr>
<td>7. Consultant (200.459)</td>
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</tr>
<tr>
<td>8. Construction</td>
<td>N/A</td>
</tr>
<tr>
<td>9. Occupancy - Rent and Utilities (200.465)</td>
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</tr>
<tr>
<td>10. Research and Development (R &amp; D) (200.87)</td>
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<tr>
<td>11. Telecommunications</td>
<td>N/A</td>
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<tr>
<td>12. Training and Education (200.472)</td>
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<tr>
<td>13. Direct Administrative Costs (200.413)</td>
<td>N/A</td>
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<tr>
<td>14. Other or Miscellaneous Costs</td>
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</tr>
<tr>
<td>15. Grant Exclusive Line Item(s)</td>
<td>$77,110.00</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15) (200.413)</td>
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<tr>
<td>17. Indirect Cost (200.414)</td>
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</tr>
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</table>

Rate %: N/A  
Base: N/A  

18. Total Costs State Grant Funds  
Lines 16 and 17  
**MUST EQUAL REVENUE TOTALS ABOVE**
Section B: Non-State of Illinois Funds

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<th>REVENUES</th>
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<tr>
<td>b) Cash</td>
<td>N/A</td>
</tr>
<tr>
<td>c) Non-Cash</td>
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<tr>
<td>d) other Funding and Contributions</td>
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<tr>
<td>Total Non-State Funds (lined b through d)</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (200.430)</td>
<td>N/A</td>
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<tr>
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<td>16. Total Direct Costs (add lines 1-15) (200.414)</td>
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<tr>
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<tr>
<td>Rate %: N/A</td>
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<tr>
<td>Base: N/A</td>
<td></td>
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<tr>
<td>18. Total Costs Non-State Grant Funds</td>
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<tr>
<td>Lines 16 and 17</td>
<td>N/A</td>
</tr>
<tr>
<td>MUST EQUAL REVENUE TOTALS ABOVE</td>
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</tr>
</tbody>
</table>
When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Non-State</th>
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</tr>
</thead>
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<tr>
<td>1. Personnel</td>
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<td>N/A</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>3. Travel</td>
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<td>N/A</td>
</tr>
<tr>
<td>4. Equipment</td>
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<tr>
<td>5. Supplies</td>
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</tr>
<tr>
<td>6. Contractual Services</td>
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</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
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<tr>
<td>8. Construction</td>
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<tr>
<td>15. GRANT EXCLUSIVE LINE ITEM(S)</td>
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<td>17. Indirect Cost</td>
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</tbody>
</table>

State Request: $77,110.00
Non-State Amount: N/A

TOTAL PROJECT COSTS: $77,110.00
INTER - GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES

AND

DUPAGE COUNTY DEPARTMENT OF

The Illinois Department of Human Services (Grantor or DHS), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762, and DUPAGE COUNTY DEPARTMENT OF (Grantee), with its principal office at 421 N County Farm Rd Wheaton, IL 60187-3978 and payment address (if different than principal office) at ________ , hereby enter into this Inter-governmental Grant Agreement ("Agreement"), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party".

PART ONE – THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 36-6006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.
1.2. Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☐ are estimated to be $131,567.00, of which $0.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA __________, the Federal awarding agency is See ExhibitA __________, and the Federal Award date is See ExhibitA __________. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is See ExhibitA __________ and Number is See ExhibitA __________. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA __________. The State Award Identification Number is ________________.

1.4. Term. This Agreement shall be effective on Jul 1, 2018 and shall expire on Jun 30, 2019, unless terminated pursuant to this Agreement.

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

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

ILLINOIS DEPARTMENT OF HUMAN SERVICES

By: ______________________________ ________________
    Signature of James T. Dimas, Secretary

By: ______________________________ ________________
    Signature of Designee

Date: ________________________________

Printed Name: ________________________________

Printed Title: ________________________________

DUPAGE COUNTY DEPARTMENT OF

By: ______________________________ ________________
    Signature of Authorized Representative

Date: ________________________________

Printed Name: ________________________________

Printed Title: ________________________________

E-mail: pat.dempsey@dupageco.org

FEIN: 36-6006551

By: ______________________________ ________________
    Signature of First Other Approver, if Applicable

Date: ________________________________

Printed Name: ________________________________

Printed Title: ________________________________

By: ______________________________ ________________
    Signature of Second Other Approver, if Applicable

Date: ________________________________

Printed Name: ________________________________

Printed Title: ________________________________

Second Other Approver
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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


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

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Illinois.

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

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

ARTICLE IV
PAYMENT

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

ARTICLE VI
BUDGET

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

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

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

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

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

ARTICLE VII
ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE X  
UNLAWFUL DISCRIMINATION

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

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

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


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

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

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

ARTICLE XI  
LOBBYING

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

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

13.2  Close-out Reports.

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

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

13.3  Consolidated Year-End Financial Reports.

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

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

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

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

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

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

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

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

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

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

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

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


ARTICLE XV
AUDIT REQUIREMENTS

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

15.2. Audit Requirements.

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

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

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

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

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

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

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor

State Of Illinois.
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Attachment: SHP Agreement FCSXH00352 (FI-R-0367-18 : IDHS Grant Funds PY19 $208,677)
policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

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

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

ARTICLE XVIII
NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX
STRUCTURAL REORGANIZATION

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

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST

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

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

ARTICLE XXII
EQUIPMENT OR PROPERTY

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

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

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

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

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

ARTICLE XXIV
INSURANCE

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

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

ARTICLE XXV
LAWSUITS

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

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

ARTICLE XXVI
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FEDERAL PROGRAM NAME:
STATE PROGRAM NAME: SUPPORTIVE HOUSING
PURPOSE OF GRANT

CSFA Number: 444-80-0658
Appropriation FY: 2019
Appropriation Code: 80001490H
Appropriation Desc: Supportive Housing MI
Appropriation Amount: $108,284.00
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
CFDA: N/A - CFDA Name: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

CSFA Number: 444-80-0658
Appropriation FY: 2019
Appropriation Code: 803654400
Appropriation Desc: SUPPORTIVE HOUSING SERVIC
Appropriation Amount: $23,283.00
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
CFDA: N/A - CFDA Name: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

The Supportive Housing Provider will deliver supportive services to low-income persons residing in permanent housing units, who are formerly homeless or at risk of becoming homeless; or to homeless persons residing in transitional facilities who are prepared to move into permanent housing as specified in the provider=s program plan. The Provider must provide case management, advocacy, and counseling.

The Supportive Housing Program Provider will adhere to requirements outlined in the Supportive Housing Statute, which is located at: 305 ILCS 5/12-4.5.

------ END OF PROGRAM: SUPPORTIVE HOUSING ------
EXHIBIT B
DELIVERABLES OR MILESTONES

1. All participants are to be provided with case management services, counseling services and advocacy services within five days of admittance to the program. All participants must have documented access, when applicable, to other supportive services.
2. All participants will have a service plan developed for implementation within the first week of admittance to the program. The individual service plan must detail monthly outcomes as well as ongoing goals to be accomplished by the participant(s) with the assistance of the Provider.
3. All participants will have access to case management services outside of normal business hours of operation including, but not limited to, evening case management service hours.
4. All participants will have a completed intake and assessment done upon entry into the program. The Provider must submit all intake and assessment forms to IDHS annually for approval.
5. All progress and supportive services for participants will be tracked and progress reported within each participants case file that includes, at a minimum, a record of the participants supportive services, case management, progress, and benefit assistance.
6. The Provider will have a community outreach plan which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS. This plan may include outreach to the other community service agencies, the local FCRC, and other outreach entities. IDHS must be advised of any publication and distribution of flyers, printed materials and brochures that are part of the IDHS funded program(s).
7. The Provider will have a written agreement or Memorandum of Understanding (MOU) for referrals to other social service agencies. The MOU must include:
   aa description of the types of service(s) to be provided;
   ba description detailing how referrals will be handled by each entity; and
   ca description of any follow-up actions.
8. The Provider will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as food stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the program participants.
9. The Provider will have the ability to download the IDHS SNAP application and distribute it to eligible households.
10. The Provider will accurately report outcomes and submit reports to IDHS The Provider will accurately report outcomes and submit reports to IDHS by the 20th of the month following the end of the quarter utilizing the web-based reporting system.
11. The Provider will submit data as requested to fulfill IDHS performance requirements.

------ END OF PROGRAM: SUPPORTIVE HOUSING ------
EXHIBIT C
PAYMENT

Grantee shall receive $131,567.00 under this Agreement.

Enter specific terms of payment here:

The Provider will receive payments on a grant basis. The Supportive Housing Program is a grant that receives all or part of the funding in advance of the actual delivery of service. This includes prorated prospective payments and payments made by DHS on an estimated basis or any other basis when DHS does not know the actual amount earned by the provider. This does not include advance payments made under the authority of the State Finance Act (30 ILCS 105/9.05) (89 Ill. Adm. Code §511), nor does it include payments made by the Department when there is documentation prior to expiration of the lapse period to which the expenditures are charged that the goods or services were received. All funds paid as a grant are subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.).

All funds disbursed by DHS on a grant basis are subject to reconciliation and the recovery of lapsed funds. Grant funds recovery activity is based on the Illinois Grant Funds Recovery Act (30 ILCS 705). The reconciliation will be based on one of the following methods at the election of the Department:

Eligible Expenditures vs. Program Revenue - This method compares the eligible expenditures to the total Department grant revenues by program. An independent audit and associated supplemental revenue and expense schedule may be required from the Provider. Eligible expenditures will be determined based on 89 Ill. Adm., Part 10.

Eligible Services Delivered vs. Services Projected - This method compares the actual eligible services delivered to the services projected in the contract or agreement. If the services were based on a rate or unit of cost methodology, the number of eligible service units delivered times the rate or unit is compared to the total of all grant payments for that service.

Method of Payment
Payments for the Supportive Housing Program will be made as prescribed by IDHS.

------ END OF PROGRAM: SUPPORTIVE HOUSING ------

Estimated Annual Contract Amount: $131,567.00

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

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Angela Campo
Title: Program Manager
Address: 823 E Monroe St
          Springfield, IL 62701-1915
Phone: 217-524-5975
TTY #: ____________________________
Fax #: ____________________________
E-mail Address: angela.campo@illinois.gov

GRANTEE CONTACT

Name: MARY KEATING
Title: DIRECTOR
Address: ____________________________
Phone: 630-407-6500
TTY #: 630-407-6502
Fax #: 630-407-6501
E-mail Address: mary.keating@dupageco.org

Additional Information: ____________________________
EXHIBIT E
PERFORMANCE MEASURES

1. Number of all participants to be provided with case management services, counseling services and advocacy services within five days of admittance to the program.
2. Number of all participants that will have a service plan developed for implementation within the first week of admittance to the program. The individual service plan must detail monthly outcomes as well as ongoing goals to be accomplished by the participant(s) with the assistance of the Provider.
3. Number of all participants that will have access to case management services outside of normal business hours of operation including, but not limited to, evening case management service hours.
4. Number of all participants that will have a completed intake and assessment done upon entry into the program.
5. Number of progress reports and supportive services for participants that will be tracked and reported within each participant’s case file that includes, at a minimum, a record of the participant’s supportive services, case management, progress, and benefit assistance.
6. Number of Providers that will have a community outreach plan which includes a detailed description for notifying the community of the program, hours of operation, and admittance/eligibility requirements into the program(s) they administer for IDHS.
7. Number of Providers that will have a written agreement or Memorandum of Understanding (MOU) for referrals to other social service agencies. The MOU must include a description of the types of service(s) to be provided, a description detailing how referrals will be handled by each entity; and a description of any follow-up actions.
8. Number of Providers that will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as food stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the program participants.
9. Number of Providers that will have the ability to down-load the IDHS SNAP application and distribute it to eligible households.
10. Number of Providers that will accurately report outcomes and submit reports to IDHS within the designated time frames utilizing the web-based reporting system.

------- END OF PROGRAM: SUPPORTIVE HOUSING -------
EXHIBIT F
PERFORMANCE STANDARDS

1. 100% of all participants will be expected to be provided with case management services, counseling services and advocacy services within five days of admittance to the program.
2. 100% of all participants will be expected to have a service plan developed for implementation within the first week of admittance to the program. The individual service plan must detail monthly outcomes as well as ongoing goals to be accomplished by the participant(s) with the assistance of the Provider.
3. 100% of all participants will have access to case management services outside of normal business hours of operation including, but not limited to, evening case management service hours.
4. 100% of all participants will have a completed intake and assessment done upon entry into the program.
5. 100% of all progress reports and supportive services for participants will be tracked and reported within each participant's case file that includes, at a minimum, a record of the participant's supportive services, case management, progress, and benefit assistance.
6. 100% of all Providers will have a community outreach plan which includes a detailed description for notifying the community of the program, hours of operation, and admission/eligibility requirements into the program(s) they administer for IDHS.
7. 100% of all Providers will have a written agreement or Memorandum of Understanding (MOU) for referrals to other social service agencies. The MOU must include a description of the types of service(s) to be provided, a description detailing how referrals will be handled by each entity; and a description of any follow-up actions.
8. 100% of all Providers will have a referral process that assists program participants with enrollment into public benefit programs such as TANF, Supplemental Nutrition Assistance Program (SNAP, formerly known as food stamps), All Kids, medical and disability assistance, as well as other resources that address the needs of the program participants.
9. 100% of all Providers will have the ability to download the IDHS SNAP application and distribute it to eligible households.
10. 100% of all Providers will accurately report outcomes and submit reports to IDHS within the designated time frames utilizing the web-based reporting system.

------- END OF PROGRAM: SUPPORTIVE HOUSING -------
EXHIBIT G
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee.

1. The nature of the additional requirements.

GATA Conditions

06 - Audit (2 CFR 200.500)
Requires desk review of the status of implementation of corrective actions;

Agency Adjustments / Explanations

2. The reason why the additional requirements are being imposed.

GATA Conditions

06 - Audit (2 CFR 200.500)
Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.

Agency Adjustments / Explanations

3. The nature of the action needed to remove the additional requirements, if applicable.

GATA Conditions

06 - Audit (2 CFR 200.500)
Completion of corrective action plan implementation.

Agency Adjustments / Explanations

4. The time allowed for completing the actions if applicable.
EXHIBIT G

GATA Conditions

06 - Audit (2 CFR 200.500)
When corrective action is complete.

Agency Adjustments / Explanations

------ END OF PROGRAM: SUPPORTIVE HOUSING ------
PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII

ADDITIONAL CERTIFICATIONS

27.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) Adult Protective Services Act. Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor’s behalf and should make a report to the appropriate program office (320 ILCS 20/1 et seq.).

(b) Grant Award Requirements. Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) Business Entity Registration. Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

ARTICLE XXVIII

ADDITIONAL TERMS

28.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

28.2 Multiple Locations. In the event that Grantee has more than one location, Grantee shall include in EXHIBIT D either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee’s primary location.

28.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award’s successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee’s authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.
28.4 Grant Funds Recovery. The provisions of 89 Ill. Adm. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

28.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor’s premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS’ premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee’s employees and subcontractors assigned to work on Grantor’s premises. Grantee agrees, to the extent permitted by law, to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

28.6 Gifts. In addition to the Gift ban described in Paragraph 26.1, Grantee will provide Grantor with advance notice of Grantee’s provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

28.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor’s choosing. Such notice shall be effective upon dispatch.

28.8 Equipment and Supplies. Grantee must obtain disposition instructions from Grantor when equipment or supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment or supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment and supplies according to applicable best practices, manufacturer’s guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of equipment or supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

ARTICLE XXIX
MONITORING AND INFORMATION

29.1 Monitoring of Conduct. In addition to Article XII of PART ONE, Grantor shall monitor Grantee’s conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor’s termination of this Agreement.

29.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request,
necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee’s contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

29.3 Rights of Review. This ARTICLE XXIX does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXX
WORK PRODUCT

30.1 Assignment of Work Product. “Work Product” means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee’s intellectual property that has been or will later be developed outside this Award.

30.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor’s prior written consent.

30.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantee will attempt to resolve Grantor’s concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

30.4 Unresolved Objections; Disclaimer. If Grantor’s objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: “Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article.” Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

ARTICLE XXXI
POST-TERMINATION/NON-RENEWAL

31.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:
(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

31.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.
PART THREE - THE PROJECT - SPECIFIC TERMS

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

**ARTICLE XXXIII**

**ADDITIONAL REQUIREMENTS**

33.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: [http://www.dhs.state.il.us/page.aspx?item=29741](http://www.dhs.state.il.us/page.aspx?item=29741) and is hereby incorporated into this Agreement.

33.2 Program Attachment. The related Program Attachment, if applicable, is [link]. It can be found via the following DHS website: [http://www.dhs.state.il.us/page.aspx?item=29741](http://www.dhs.state.il.us/page.aspx?item=29741) and is hereby incorporated into this Agreement.
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel (200.430)</td>
<td>$79,032.00</td>
</tr>
<tr>
<td>Fringe Benefits (200.431)</td>
<td>$28,938.00</td>
</tr>
<tr>
<td>Travel (200.474)</td>
<td>N/A</td>
</tr>
<tr>
<td>Equipment (200.439)</td>
<td>N/A</td>
</tr>
<tr>
<td>Supplies (200.94)</td>
<td>N/A</td>
</tr>
<tr>
<td>Contractual Services/Subawards (200.318 and 200.92)</td>
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</tr>
<tr>
<td>Consultant (200.459)</td>
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<tr>
<td>Construction</td>
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</tr>
<tr>
<td>Occupancy - Rent and Utilities (200.465)</td>
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</tr>
<tr>
<td>Research and Development (R &amp; D) (200.87)</td>
<td>N/A</td>
</tr>
<tr>
<td>Telecommunications</td>
<td>N/A</td>
</tr>
<tr>
<td>Training and Education (200.472)</td>
<td>N/A</td>
</tr>
<tr>
<td>Direct Administrative Costs (200.413)</td>
<td>N/A</td>
</tr>
<tr>
<td>Other or Miscellaneous Costs</td>
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<tr>
<td>Grant Exclusive Line Item(s)</td>
<td>$23,597.00</td>
</tr>
<tr>
<td>Total Direct Costs (add lines 1-15) (200.413)</td>
<td>$131,567.00</td>
</tr>
<tr>
<td>Indirect Cost (200.414)</td>
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</tr>
<tr>
<td>Grant Exclusive Line Item(s)</td>
<td>$23,597.00</td>
</tr>
<tr>
<td>Total Costs State Grant Funds</td>
<td>$131,567.00</td>
</tr>
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MUST EQUAL REVENUE TOTALS ABOVE
### Section B: Non-State of Illinois Funds

**REVENUES**

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>b) Cash</td>
<td>$32,892.00</td>
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<tr>
<td>c) Non-Cash</td>
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<tr>
<td>d) other Funding and Contributions</td>
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<tr>
<td>Total Non-State Funds (lined b through d)</td>
<td>$32,892.00</td>
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</tbody>
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**Budget Expenditure Categories**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (200.430)</td>
<td>$25,570.94</td>
</tr>
<tr>
<td>2. Fringe Benefits (200.431)</td>
<td>$7,321.06</td>
</tr>
<tr>
<td>3. Travel (200.474)</td>
<td>N/A</td>
</tr>
<tr>
<td>4. Equipment (200.439)</td>
<td>N/A</td>
</tr>
<tr>
<td>5. Supplies (200.94)</td>
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<tr>
<td>6. Contractual Services/Subawards (200.318)</td>
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</tr>
<tr>
<td>7. Consultant (200.459)</td>
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</tr>
<tr>
<td>8. Construction</td>
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</tr>
<tr>
<td>9. Occupancy - Rent and Utilities (200.465)</td>
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</tr>
<tr>
<td>10. Research and Development (R &amp; D) (200.87)</td>
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</tr>
<tr>
<td>11. Telecommunications</td>
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<tr>
<td>12. Training and Education (200.472)</td>
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</tr>
<tr>
<td>13. Direct Administrative Costs (200.413)</td>
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<td>14. Other or Miscellaneous Costs</td>
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<tr>
<td>15. Grant Exclusive Line Item(s)</td>
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<tr>
<td>16. Total Direct Costs (add lines 1-15) (200.413)</td>
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<td>17. Indirect Cost (200.414)</td>
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<td>Base:</td>
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<td>18. Total Costs Non-State Grant Funds</td>
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<tr>
<td>Lines 16 and 17</td>
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<td>MUST EQUAL REVENUE TOTALS ABOVE</td>
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</tr>
</tbody>
</table>
When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Non-State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<td>1. Personnel</td>
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<td>$25,570.94</td>
<td>$104,602.94</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$28,938.00</td>
<td>$7,321.06</td>
<td>$36,259.06</td>
</tr>
<tr>
<td>3. Travel</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>6. Contractual Services</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>8. Construction</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>10. Research and Development (R &amp; D)</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>12. Training and Education</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>13. Direct Administrative Costs</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<td>14. Other or Miscellaneous Costs</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>15. GRANT EXCLUSIVE LINE ITEM(S)</td>
<td>$23,597.00</td>
<td>N/A</td>
<td>$23,597.00</td>
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<tr>
<td>16. Total Direct Costs (add lines 1-15) (200,413)</td>
<td>$131,567.00</td>
<td>$32,892.00</td>
<td>$164,459.00</td>
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<tr>
<td>17. Indirect Cost</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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</table>

State Request $131,567.00
Non-State Amount $32,892.00

TOTAL PROJECT COSTS $164,459.00
Resolution
FI-R-0368-18

ACCEPTANCE AND APPROPRIATION OF THE
HUD 2017 CONTINUUM OF CARE PLANNING GRANT PY19
AGREEMENT NO. IL1606L5T141700
COMPANY 5000 - ACCOUNTING UNIT 1510
$128,502

(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the U.S. Department of Housing and Urban Development that grant funds in the amount of $128,502 (ONE HUNDRED TWENTY-EIGHT THOUSAND, FIVE HUNDRED TWO AND NO/DOLLARS) are available to be used to fund costs associated with assisting the Continuum of Care with planning activities; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Agreement No. IL1606L5T141700 with the U.S. Department of Housing and Urban Development, a copy of which is attached to and incorporated as part of this resolution by reference (Attachment II); and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Agreement No. IL1606L5T141700 (Attachment II) between DuPage County and the U.S. Department of Housing and Urban Development 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 $128,502 (ONE HUNDRED TWENTY-EIGHT THOUSAND, FIVE HUNDRED TWO AND NO/DOLLARS) be made to establish the HUD Continuum Of Care Planning Grant PY19, Company 5000 - Accounting Unit 1510, for the period September 1, 2018 through August 31, 2019; and

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

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

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.
Resolution
FI-R-0368-18

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
### ADDITIONAL APPROPRIATION TO ESTABLISH THE HUD 2017 CONTINUUM OF CARE PLANNING GRANT PY19

**AGREEMENT NO. IL1606L5T141700**

**COMPANY 5000 – ACCOUNTING UNIT 1510**

$128,502

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE</strong></td>
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</tr>
<tr>
<td>41000-0001 – Federal Operating Grant – HUD</td>
<td>$128,502</td>
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<tr>
<td><strong>TOTAL ANTICIPATED REVENUE</strong></td>
<td>$128,502</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
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</tr>
<tr>
<td><strong>PERSONNEL</strong></td>
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<td>50000 Regular Salaries</td>
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<td>51010 Employer Share I.M.R.F.</td>
<td>7,793</td>
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<tr>
<td>51030 Employer Share Social Security</td>
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<tr>
<td>51040 Employee Med &amp; Hosp Insurance</td>
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<td><strong>TOTAL PERSONNEL</strong></td>
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<tr>
<td><strong>CONTRACTUAL</strong></td>
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<tr>
<td>53090 Other Professional Services</td>
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<td>53500 Mileage Expense</td>
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<td>53510 Travel Expense</td>
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<td>53610 Instruction &amp; Schooling</td>
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<td>53800 Printing</td>
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<td><strong>TOTAL CONTRACTUAL</strong></td>
<td>$38,330</td>
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<tr>
<td><strong>TOTAL ADDITIONAL APPROPRIATION</strong></td>
<td>$128,502</td>
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CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Du Page, County Of (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed, and only in the amounts listed on a Scope of Work, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

The Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project or one or more of the projects listed on the Scope of Work for renewal or for new projects for funding, then additional Scopes of Work may be attached to this Agreement. Those additional Scopes of Work, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date the usage of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of the Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without the Recipient’s signature, after the operating start date is established in eLOCCS.
This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;

2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;

3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;

4. To require certification from all subrecipients that:
   a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
   b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
   c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
   d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
   e. The subrecipient, it officers, and employees are not debarred or suspended from doing business with the Federal Government; and
   f. Subrecipients will provide information, such as data and reports, as required by HUD; and

5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursal of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;

6. To monitor subrecipient match and report on match to HUD;

7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children’s education;

8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care’s centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD’s minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;

11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and

12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).
1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.

2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years’ CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.

3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD’s total funding obligation for this grant is $128502 for project number IL1606L5T141700. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project’s approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

   a. Continuum of Care planning activities $128502
   b. UFA costs $0
   c. Acquisition $0
   d. Rehabilitation $0
   e. New construction $0
   f. Leasing $0
   g. Rental assistance $0
   h. Supportive services $0
   i. Operating costs $0
   j. Homeless Management Information System $0
   k. Administrative costs $0

1. Relocation Costs
   $0

   m. HPC homelessness prevention activities:
      Housing relocation and stabilization services $0
      Short-term and medium-term rental assistance $0

4. The performance period for the project begins __________ and ends __________. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project’s final operating year under the grant that has been renewed.

5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient’s federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.

6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.
**FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE**

<table>
<thead>
<tr>
<th>Grant No.</th>
<th>Recipient Name</th>
<th>Indirect cost rate</th>
<th>Cost Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>IL1606L5T141700</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Tax ID No.: 36-6006551**  
CoC Program Grant Number: IL1606L5T141700  
Effective Date: 05/14/2018  
DUNS No.: 135836026
This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

(Signature)

Kimberly Danna, Program Manager
(Typed Name and Title)

5/15/2018
(Date)

RECIPIENT
Du Page, County Of
(Name of Organization)

By:

(Signature of Authorized Official)

Mary Keating, Director of Community Services
(Typed Name and Title of Authorized Official)

5/16/18
(Date)
Resolution
FI-R-0369-18

ACCEPTANCE AND APPROPRIATION OF THE LOW INCOME
HOME ENERGY ASSISTANCE PROGRAM STATE GRANT FY19
INTER-GOVERNMENTAL AGREEMENT NO. 19-254028
COMPANY 5000 - ACCOUNTING UNIT 1495
$2,856,548

(Under the administrative direction of
the Community Services Department)

WHEREAS, the County of DuPage has been notified by the Illinois Department of Commerce and Economic Opportunity that grant funds in the amount of $2,856,548 (TWO MILLION, EIGHT HUNDRED FIFTY-SIX THOUSAND, FIVE HUNDRED FORTY-EIGHT AND NO/100 DOLLARS) are available to be used to assist low-income DuPage County residents by offsetting the rising cost of home energy through direct financial assistance, energy counseling, outreach, and education; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 19-254028 with the Illinois Department of Commerce and Economic Opportunity, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 19-254028 (Attachment II) between DuPage County and Illinois Department of Commerce and Economic Opportunity is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $2,856,548 (TWO MILLION, EIGHT HUNDRED FIFTY-SIX THOUSAND, FIVE HUNDRED FORTY-EIGHT AND NO/100 DOLLARS) be made to establish the Low Income Home Energy Assistance Program State Grant FY19, Company 5000 - Accounting Unit 1495 for the period July 1, 2018 through June 30, 2019; and

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

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and
BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

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

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
ADDITIONAL APPROPRIATION TO ESTABLISH
THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM STATE GRANT FY19
INTER-GOVERNMENTAL AGREEMENT NO. 19-254028
COMPANY 5000 – ACCOUNTING UNIT 1495
$2,856,548

REVENUE

41400-0006 – State Operating Grant – ILDCEO $ 2,856,548

TOTAL ANTICIPATED REVENUE - $ 2,856,548

EXPENDITURES

PERSONNEL

50000 Regular Salaries $ 174,066
50010 Overtime 19,462
50050 Temporary Salaries 22,050
51010 Employer Share I.M.R.F. 23,417
51030 Employer Share Social Security 16,492
51040 Employee Med & Hosp Insurance 32,582

TOTAL PERSONNEL $ 288,069

COMMODITIES

52000 Furn/Mach/Equip Small Value $ 1,250
52100 Data Processing Equip-Small Value 3,600
52200 Operating Supplies & Materials 5,141

TOTAL COMMODITIES $ 9,991

CONTRACTUAL

53260 Wireless Communication Services $ 795
53410 Rental of Machinery & Equipment 4,550
53500 Mileage Expense 1,500
53510 Travel Expense 1,100
53600 Dues & Memberships 1,065
53610 Instruction & Schooling 350
53800 Printing 4,350
53803 Miscellaneous Meeting Expense 150
53804 Postage & Postal Charges 1,800
53821 Energy Grants 2,542,328
53830 Other Contractual 500

TOTAL CONTRACTUAL $ 2,558,488

TOTAL ADDITIONAL APPROPRIATION $ 2,856,548
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

AND

DuPage County

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

PART ONE – THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 135836026 is Grantee’s correct DUNS number, that 366006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

P = partnership
C = corporation

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

1.2. Amount of Agreement. Grant Funds shall not exceed $2,856,548.00 of which $0.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the Federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance website is N/A.
Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0090. The State Award Identification Number is 90-9143.

1.4. **Term.** This Agreement shall be effective on **07/01/2018** and shall expire on **06/30/2019**, unless terminated pursuant to this Agreement.

1.5. **Certification.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.
1.6 **Signatures.** In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By: __________________________
Signature of Sean McCarthy, Director

By: __________________________
Signature of Designee

Date: __________________________
Printed Name: __________________
Printed Title: __________________

**DUPAGE COUNTY**

By: __________________________
Signature of Authorized Representative

Date: __________________________
Printed Name: Mary A Keating
Printed Title: Executive Director
Email: Mary.Keating@dupageco.org

By: __________________________
Signature of First Other Approver, if Applicable

Date: __________________________
Printed Name: __________________
Printed Title: __________________

By: __________________________
Signature of Second Other Approver, if Applicable

Date: __________________________
Printed Name: __________________
Printed Title: __________________
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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


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

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Illinois.
“Term” has the meaning set forth in Paragraph 1.4.

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

ARTICLE IV
PAYMENT

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

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

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

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

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

4.6. Interest.

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

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

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

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

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

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

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

**ARTICLE V**

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

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

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

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

**ARTICLE VI**

**BUDGET**

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

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

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

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

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

**ARTICLE VII**

**ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**

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

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

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

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

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

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

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost
7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

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

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

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

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

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

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

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

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

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

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

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

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

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

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

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**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

(k) Debarment. Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

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

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

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

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

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

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labor, or indentured labor under penal sanction (30 ILCS 583).

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

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

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

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

**ARTICLE IX**

**CRIMINAL DISCLOSURE**

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

**ARTICLE X**

**UNLAWFUL DISCRIMINATION**

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

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

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


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

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

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

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

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

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

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

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

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized

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

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

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

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

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

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

13.3. Consolidated Year-End Financial Reports.

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

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

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

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

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

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

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

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

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

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

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

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


ARTICLE XV
AUDIT REQUIREMENTS

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

15.2. Audit Requirements.

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

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

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

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

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

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

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or in any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018 Page 18 of 47
processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

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

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

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

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

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

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

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

**ARTICLE XVII**

**SUBCONTRACTS/SUB-GRANTS**

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

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

**ARTICLE XVIII**

**NOTICE OF CHANGE**

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

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

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

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

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

**ARTICLE XIX**
**STRUCTURAL REORGANIZATION**

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

**ARTICLE XX**
**AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI**
**CONFLICT OF INTEREST**

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

21.2. **Prohibited Payments.** Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor’s annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.
21.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII**

**EQUIPMENT OR PROPERTY**

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

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

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

**ARTICLE XXIII**

**PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XXIV**

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

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

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**ARTICLE XXV**

**LAWSUITS**

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

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

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**ARTICLE XXVI**

**MISCELANEOUS**

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 Grantor 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

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

AUTHORITY:

The Department is authorized to make this Grant pursuant to statutes cited in the Program Objective below.

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

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

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

Program Objective

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

DELIVERABLES OR MILESTONES

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

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

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

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

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

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

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


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

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

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

PAYMENT

Grantee shall receive $2,856,548.00 under this Agreement.

Enter specific terms of payment here:

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

Reimbursement

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

Pre-Award Costs

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

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

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

<table>
<thead>
<tr>
<th>GRANTOR CONTACT</th>
<th>GRANTEE CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Marie McLean</td>
<td>Name: Mary A Keating</td>
</tr>
<tr>
<td>Title: Grant Manager</td>
<td>Title: Executive Director</td>
</tr>
<tr>
<td>Address: 500 E Monroe St Springfield, IL 62701</td>
<td>Address: 421 North County Farm Road Wheaton, IL 60187-3978</td>
</tr>
<tr>
<td>Phone: 217-558-2849</td>
<td>Phone: 630-407-6457</td>
</tr>
<tr>
<td>Fax#: (800) 785-6055</td>
<td>TTY#: N/A</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:Marie.McLean@illinois.gov">Marie.McLean@illinois.gov</a></td>
<td>Fax#: 630-407-6501</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:Mary.Keating@dupageco.org">Mary.Keating@dupageco.org</a></td>
<td>Email Address: Additional Information:</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Authorized Designee</th>
<th>Authorized Designee Title</th>
<th>Authorized Designee Phone</th>
<th>Authorized Designee Email</th>
<th>Authorized Designee Signature</th>
<th>Authorized Signatory Approval</th>
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<th>Authorized Signatory Approval</th>
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</table>
GRANTOR CONTACT FOR AUDIT QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

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

PERFORMANCE MEASURES

See Exhibits A & B
EXHIBIT F

PERFORMANCE STANDARDS

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

SPECIFIC CONDITIONS

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

See Attachment B. Exhibit G Continued Conditions
PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII
AUTHORIZED SIGNATORY

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

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

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

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

externalauditunit@illinois.gov

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

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

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

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

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

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

**ARTICLE XXX**
**ADDITIONAL INTEREST PROVISIONS**

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

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

**ARTICLE XXXI**
**ADDITIONAL BUDGET PROVISIONS**

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

**ARTICLE XXXII**
**ADDITIONAL REPRESENTATIONS AND WARRANTIES**

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

(a) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee’s services and obligations under this Agreement;
(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

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

(d) That to the best of the Grantee’s knowledge and belief, the Grantee, its principals and key project personnel:

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

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

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

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

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

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

ARTICLE XXXIII
ADDITIONAL TERMINATION, SUSPENSION AND NON-COMPLIANCE PROVISIONS

33.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to Article XVI herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:
33.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of said date.

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

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

ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS

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

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and E).
34.3. **Unilateral Modifications.** The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the term of this Agreement.

34.4. **Management Waiver.** The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

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

**ARTICLE XXXV**
**ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

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

**ARTICLE XXXVI**
**ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

**ARTICLE XXXVII**
**APPLICABLE STATUTES**

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

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

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency. The Grantee shall not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Historic Preservation Agency. 20 ILCS 3420/3(f).

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

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

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

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Grant Activities to be performed under this Agreement.
37.8. **Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.)**. The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

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

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

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

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

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

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

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

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

ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

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

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

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

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

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

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

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

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Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local
taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or
local unit of government.

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

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

ARTICLE XL
REPORT DELIVERABLE SCHEDULE

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

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

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

October 2018

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

January 2019

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

April 2019

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

July 2019

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

August 2019

• End of grant Closeout Financial Report (08/29/2019) - Covering Period of 07/01/2018 - 06/30/2019; Send To: Grant Manager
40.4. **Changes to Reporting Schedule.** Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to paragraph 26.5 and Article XXXIV, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in Articles XIII, XIV, XV and XL unilaterally, and must obtain prior written approval from Grantor to change any reporting deadlines.

**ARTICLE XLI**

**GRANT-SPECIFIC TERMS/CONDITIONS**

41.1. This Agreement is issued contingent upon the Grantee’s successful completion of the 2018 Low-Income Home Energy Assistance Program ("LIHEAP"). Failure of the Grantee to comply with the terms and conditions of the 2018 LIHEAP Grant Agreement may result in termination of this Grant Agreement.

**Federal Grant Requirements**
In addition to Paragraph 7.9, this Award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for U.S. Department of Health and Human Services ("HHS") awards at 45 CFR Part 75, which implement the language in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, (the “Uniform Requirements”). For the avoidance of doubt, all references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.

Grantee must also continue to maintain compliance with the Low-Income Home Energy Assistance Act of 1981 (42 USC §§8621-8630), the federal LIHEAP block grant rules (45 CFR Part 96), the federal Energy Conservation and Production Act of 1976, (P.L. 94-385), Energy Assistance Act (305 ILCS 20), Illinois LIHEAP administrative rules (47 Ill. Adm. Code 100), and all related Grantor policies and procedures. Any specific exceptions to the Uniform Requirements adopted by HHS may be found at 2 CFR Part 300.

**Administrative Costs**
Pursuant to Article VII, Grantee shall receive reimbursement for Allowable Costs under the Administration and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for Administration and Program Support funds respectively.

**Additional Reporting Requirements**
In addition to the reporting requirements set forth in Paragraphs 13.1, 14.1 and 40.3, as applicable, the Grantee must provide the following reports to Grantor.

A. For each grant, a certified cost report must be submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.

B. Programmatic reports as required by Grantor.

**Method of Compensation**
In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for
program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as the immediate cash needs of the Grantee to operate the Program under this Agreement in accordance with the financial management standards set forth in Paragraph 7.8.

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

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

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property, including but not limited to, federally-owned and exempt property, equipment and supplies (collectively referred to as “Non-Expendable Personal Property”) costing $5,000 or more without Grantor’s prior approval.

In addition to Article XXII, the Grantee agrees to comply with the applicable property standards set forth in 45 C.F.R. §§75.316–75.323, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized LIHEAP purposes under this Award. Specifically, as set forth under 45 C.F.R. §§75.319 – 75.321, Non-Expendable Personal Property includes such property acquired under this Agreement and also such property transferred to this Agreement from prior Grant Agreements.

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

In accordance with 45 C.F.R. §§75.320–75.321, Non-expendable Personal Property must be used for LIHEAP purposes, as required under this Agreement, for as long as needed. While being used on the Program under this Award, Non-Expendable Personal Property may be made available for “shared use” with other activities, provided that such use will not interfere with its primary use for the original purposes of LIHEAP prescribed under this Award. When no longer needed for the Program, equipment may be used for other projects subject to Grantor’s written approval.

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

Procurement
Grantee shall follow the procurement standards as established in 45 C.F.R. §§75.326 – 75.335.

Travel Costs
Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity performing duties/services related to this Agreement in accordance with 45 C.F.R. 75.474. Such costs may be charged on an actual cost basis, on a per diem

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 45 of 47
or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of 45 CFR 75.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

Grantee must retain receipts on file as source documentation in accordance with Paragraph 7.8(b) for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 C.F.R. Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to Grantor for review and approval prior to incurring any travel costs.

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

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

Bond and Depository Insurance Requirements
Pursuant to 45 C.F.R. §75.304, Grantee must provide bonding for every officer, director or employee who handles Grant Funds under this Agreement. The amount of coverage must be the higher of $100,000 or the highest cash draw during the term of the Agreement.

In accordance with the payment standards and requirements set forth in 45 C.F.R. §75.305, Grantee must place Grant Funds in an insured account, whenever possible, that bears interest, unless exempted under 45 C.F.R. §75.305(b)(8). In the event Grant deposits exceed insured limits, the Grantee must require the Depository to pledge securities sufficient to cover the uninsured exposure.

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

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

Grantor reserves the right to establish an initial amount of Grant Funds available to Grantee based on programmatic performance in previous years. Modifications to the Grantee’s Budget will be initiated by Grantor if: (i) the Client Assistance cost category has been expended; (ii) the Grantee fails to expend Grant Funds in accordance with the original Budget or a revised Budget previously approved by Grantor; or (iii) Grantor determines that additional Grant Funds are necessary.
In accordance with Article VI, Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 45 C.F.R. §75.308, subject to the following:

- **Client Assistance and Special Program:** Pursuant to Paragraph 6.4, Grantor hereby approves a variance up to 25% for the following Budget cost categories under this Award: Client Assistance and Special Program. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.

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

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

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

**Reporting Schedule – Exemption from Annual Financial Reports**
Notwithstanding anything contrary herein or to Paragraphs 13.3(a) and 40.2, Grantee is exempt from submitting the Annual Financial Reports for this Grant.
## Section A: State of Illinois Funds

### Summary
- **State of Illinois Grant Amount Requested:** $2,856,548.00

### Detail

#### Budget Expenditure Categories

<table>
<thead>
<tr>
<th>Category</th>
<th>Summary</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (200.430)</td>
<td>$99,249.00</td>
<td>$99,249.00</td>
</tr>
<tr>
<td>2. Fringe Benefits (200.431)</td>
<td>$34,643.00</td>
<td>$34,643.00</td>
</tr>
<tr>
<td>3. Travel (200.474)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Equipment (200.439)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Supplies (200.94)</td>
<td>$3,400.00</td>
<td>$3,400.00</td>
</tr>
<tr>
<td>6. Contractual/Subawards (200.318 and .92)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Consultant (200.459)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Occupancy (200.465)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Research and Development (200.87)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Training and Education (200.472)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Direct Administrative Costs (200.413)</td>
<td>$171,393.00</td>
<td>$171,393.00</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td>$5,535.00</td>
<td>$5,535.00</td>
</tr>
<tr>
<td>15. Grant Exclusive Line Item(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>$2,856,548.00</td>
<td>$2,856,548.00</td>
</tr>
<tr>
<td>17. Total Indirect Costs (200.414)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rate:</td>
<td></td>
<td>%</td>
</tr>
<tr>
<td>Base:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Total Costs State Grant Funds (Lines 16 and 17)</td>
<td>$2,856,548.00</td>
<td>$2,856,548.00</td>
</tr>
</tbody>
</table>
SECTION A - Continued - Indirect Cost Rate Information

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

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

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

Select ONLY One:

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

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

2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.

4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
   ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
   ☐ complies with other statutory policies.

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

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

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

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

Institution/Organization: ___________________________  Institution/Organization: ___________________________

Signature: ___________________________  Signature: ___________________________

Printed Name: ___________________________  Printed Name: ___________________________

Title: ___________________________  Title: ___________________________

Phone: ___________________________  Phone: ___________________________

Date: ___________________________  Date: ___________________________

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

The nature of the additional requirements

GATA Conditions:

06 - Audit (2 CFR 200.500)
Requires desk review of the status of implementation of corrective actions;

Agency Adjustments / Explanation:
None

The reason why the additional requirements are being imposed

GATA Conditions:

06 - Audit (2 CFR 200.500)
Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.

Agency Adjustments / Explanation:
None

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

GATA Conditions:

06 - Audit (2 CFR 200.500)
Completion of corrective action plan implementation.

Agency Adjustments / Explanation:
None

The time allowed for completing the actions, if applicable

GATA Conditions:

06 - Audit (2 CFR 200.500)
When corrective action is complete.

Agency Adjustments / Explanation:
None

The method for requesting reconsideration of the additional requirements imposed

GATA Conditions:

06 - Audit (2 CFR 200.500)
When corrective action is complete.

Agency Explanation:

Your assigned OCA Fiscal Monitor will review your ICQ responses and any associated risks during the next fiscal monitoring visit. No further action required at this time.
Resolution
FI-R-0370-18

REVISION TO PERSONNEL HEADCOUNT FOR
THE AGING CASE COORDINATION UNIT FUND PY17
COMPANY 5000 - ACCOUNTING UNIT 1720

(Under the administrative direction of the Community Services Department)

WHEREAS, the DuPage County Board has approved personnel headcount and budgets for all County departments and Elected offices; and

WHEREAS, there are times when it is necessary to revise those headcounts and budgets to insure efficient and effective County operation.

NOW, THEREFORE, BE IT RESOLVED that the personnel headcount for the Aging Case Coordination Unit Fund PY18 be revised to reflect the deletion of:

Full-Time
50000 (1) Case Manager - 1931 Grade 110 $34,428 - $57,381; and

NOW, THEREFORE, BE IT RESOLVED that the personnel headcount for the Aging Case Coordination Unit Fund PY18 be revised to reflect the addition of:

Full-Time
50000 (1) Community Services Supervisor - 1918 Grade 311 $44,593 - $74,324.

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the Community Services Department, Human Resources Department, and one copy to the County Board.

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
Resolution
HHS-R-0371-18

APPROVAL OF ISSUANCE OF PAYMENTS BY DUPAGE COUNTY TO ENERGY ASSISTANCE PROVIDERS THROUGH THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM STATE GRANT FY19 NO. 19-254028 IN THE AMOUNT OF $2,542,328

WHEREAS, the County of DuPage receives grant funds and administers the Low Income Home Energy Assistance Program (LIHEAP) Energy Assistance State Grant FY19, No. 19-254028, Company 5000 Accounting Unit 1495; and

WHEREAS, the energy assistance budget for the LIHEAP Energy Assistance State Grant FY19 No. 19-254028 is $2,542,328 (TWO MILLION, FIVE HUNDRED FORTY-TWO THOUSAND, THREE HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS); and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity reviews energy assistance applications and directs the County as to the payment amount and the energy assistance provider to be paid; and

WHEREAS, all payments made for the LIHEAP Program are based on payment registers received from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of payments for the LIHEAP Energy Assistance State Grant FY19 No. 19-254028, for the period July 1, 2018 through June 30, 2019 for energy assistance, in amounts not to exceed the total grant energy assistance budget.

NOW, THEREFORE, BE IT RESOLVED, that individual payments to provide energy assistance in accordance with the LIHEAP Energy Assistance State Grant FY19 No. 19-254028, Company 5000 Accounting Unit 1495, for the period July 1, 2018 through June 30, 2019, for Community Services/LIHEAP, be and it is hereby approved for issuance to the providers on the approved State of Illinois Registers, in amounts not exceeding the grant total of $2,542,328 (TWO MILLION, FIVE HUNDRED FORTY-TWO THOUSAND, THREE HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS).

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

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
WHEREAS, Resolution HHS-P-0202-17 was approved and adopted by the County Board on June 27, 2017, and

WHEREAS, The County of DuPage had published a Request for Proposal (RFP-15-079-LG) to bid for face-to-face interpretation, telephone interpretation, and translation services, setting forth the terms, conditions, and rate requests; and

WHEREAS, proposals for DuPage Federation/LARC, Interpreters Unlimited Incorporated, and Deaf Communications by Innovation, LLC were received to provide State mandated interpretation services; and

WHEREAS, the County issued individual contracts to the above companies in an amount not to exceed $57,000.00; and

WHEREAS, Contract 2649-0001 SERV was issued to DuPage Federation/LARC in the amount of $50,000; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase contract 2649-0001 SERV issued to DuPage Federation/LARC in the amount of $8,000.00 for the Senior Services Unit in Community Services.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts Change Order Notice, dated July 18, 2018, to contract 2649-0001 SERV, issued to DuPage Federation/LARC, to provide face to face and telephonic interpretation to the Senior Services unit, to increase the encumbrance in the amount of $8,000.00, resulting in an amended contract total amount of $58,000.00 for DuPage Federation/LARC.

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
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2649-0001SERV</th>
<th>Original Purchase Order Date: Jul 15, 2017</th>
<th>Change Order #: 1</th>
<th>Department: Community Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: DuPage Federation on Human Services Reform</td>
<td>Vendor #: 11348</td>
<td>Dept Contact: Karen Graczyk</td>
<td></td>
</tr>
<tr>
<td>Reason for Change Order Request:</td>
<td>To increase contract</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>Change Order 1 to Change Order</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$58,000.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>16.00%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>16.00%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Change budget code from: ___________________________ to: ___________________________
- [ ] Increase/decrease quantity from: ___________________________ to: ___________________________
- [ ] Prices shows: ___________________________ should be: ___________________________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance

**DECISION MEMO REQUIRED**

- [ ] Increase/decrease contract expiration from: ___________________________ to: ___________________________
- [ ] Increase equal to or greater than $2,500.00, or equal to or greater than 10%, of current contract amount
- [ ] OTHER - explain below:

<table>
<thead>
<tr>
<th>KSG</th>
<th>6543</th>
<th>Jul 18, 2018</th>
<th>6457</th>
<th>7/18/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials)</td>
<td>Phone Ext</td>
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</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>7/20/18</th>
<th>Procurement Officer</th>
<th>7/20/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>7/23/18</td>
<td>Chairman’s Office</td>
<td>Date</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>Date</td>
<td>Chairman’s Office (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>

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FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 166
Decision Memo

Procurement Services Division

This form is required for all Professional Service (3090) Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Jul 18, 2018
MinuteTraq (IQM2) ID#: 13091
Department Requisition #: 

Requesting Department: Community Services

Department Contact: Karen Graczyk

Contact Email: karen.graczyk@dupageco.org

Contact Phone: 630-407-6543

Vendor Name: DuPage Federation on Human Services Reform

Vendor #: 11348

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

Increase P.O. 2649-0001 SERV $8000.00 for contract term 7/15/2017 through 7/14/2018

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

This contract is for face-to-face interpreter services for the Senior Services division of Community Services.

Strategic Impact

Customer Service

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

The use of face-to-face interpreter services is imperative to serve the needs of the diverse clientele in the Senior Services department.

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

RFP15-079-KK

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

Increase the contract $8000.00 to pay outstanding invoices and remaining term of contract.
Do not increase the contract and not allow payment of the $6,678.75 vendor balance for services rendered and fulfillment of services for remainder of contract.

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.

Annual contract total with vendor is $50,000.00; 2649 0001 SERV
Annual budgeted amount for Interpreter Services for the Community Services department is $65,000.00; 1000-1750-53040
Will not increase the overall annual budget for interpreter services
Requisition under 25k dollars

2018-182
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 24, 2018</td>
<td></td>
<td>$5,142.50</td>
<td>HEALTH &amp; HUMAN SERVICES</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required** Per Cooperative Agreement

- Karen Graczyk  
  Completed 07/25/2018 11:12 AM
- Mary Keating  
  Completed 07/25/2018 3:48 PM
- Kathy Ostrowski  
  Completed 07/25/2018 3:52 PM
- Donald Carlsen  
  Completed 07/25/2018 3:57 PM
- Wendi Wagner  
  Completed 07/31/2018 11:41 AM
- James McGuire  
  Completed 07/31/2018 3:09 PM
- Paul Rafac  
  Completed 07/31/2018 5:42 PM
- Kathy Ostrowski  
  Completed 08/01/2018 3:25 PM
- Health & Human Services  
  Completed 08/07/2018 10:15 AM
- Technology Committee  
  Pending 08/14/2018 9:00 AM
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: CDW Government</th>
<th>Vendor #: 10667</th>
<th>Dept: Community Services</th>
<th>Division: Seniors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td></td>
<td>Attn: Mary Lee Tomsa</td>
<td>Email: <a href="mailto:MaryLee.Tomsa@dupageco.org">MaryLee.Tomsa@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 75 Remittance Drive, Suite 1515</td>
<td></td>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Chicago</td>
<td>State: IL</td>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
<td>Phone: 630-407-6483</td>
<td>Fax: 630-407-6501</td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Send Payments To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: CDW Government</td>
</tr>
<tr>
<td>Attn:</td>
</tr>
<tr>
<td>Address: 75 Remittance Drive, Suite 1515</td>
</tr>
<tr>
<td>City: Chicago</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 50S/1</td>
<td>Destination</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Use for PO25 only:

- Contract Administrator
- Contract Start Date: May 1, 2018
- Contract End Date: Sep 30, 2018

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extensor |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>EA</td>
<td>4462375</td>
<td>HP EliteDesk 800 G3 - mini desktop - core i5 7500T 2.7 GHz - 8 GB - 256 GB</td>
<td>18</td>
<td>5000</td>
<td>1720</td>
<td>52100</td>
<td>18-7035 52100</td>
<td>796.86</td>
<td>2,390</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>EA</td>
<td>4427235</td>
<td>HP EliteBook 840 G4 - 14&quot; - Core i5 7200U - 8 GM RAM - 256 GB SSD - US</td>
<td>18</td>
<td>5000</td>
<td>1720</td>
<td>52100</td>
<td>18-7035 52100</td>
<td>1,375.96</td>
<td>2,751</td>
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</tbody>
</table>

**Requisition Total**: $5,142.50

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

- Please email a copy of the PO to Michelle Tunk in Finance.
- The items have already been ordered by Community Services and invoiced. No shipping was charged.

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

- The items have already been ordered by Community Services and invoiced. No shipping was charged.

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


**Procurement Review Checklist**

**Procurement Services Division**

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

**Vendor:** CDW Government  
**Vendor #:** 10667  
**Contract Term:** 05/01/18 - 09/30/18  
**Contract Total:** $5,142.50

**Dept:** Community Services, Senior Services  
**Contact:** Mary Lee Tomsa  
**Phone:** 630-407-6483  
**Assigned Committee:** HHS

**Description of Procurement/Scope of Work/Background:** Upgrade 3 desktops and purchase 2 laptops for use in assisting client enrollment and eligibility screening.

**Reason for Procurement:** Received additional grant funding to specifically purchase computers.

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): FY18, 5000 1720 52100 18-7035 52100
- [ ] Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(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**

- [x] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [x] Per Coop (DPC4-107) select one below

  - National IPA/TCPM # 2018011

- [ ] 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>MT</th>
<th>7/24/18</th>
<th>MK</th>
<th>7/24/18</th>
<th>DR</th>
<th>7/31/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
<td>Recommended for Approval</td>
<td>Date</td>
<td>IT Approval, if required</td>
<td>Date</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>7/31-18</th>
<th>GM</th>
<th>7/31-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Procurement Officer</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>7/31-18</th>
<th>Chairman's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>
Approval of purchase of 2 laptops and 3 desktops to at a cost of $5,142.50.

Received additional grant funding from the State Health Insurance Program (SHIP) specifically for the purchase of computer equipment.

The additional grant funding will allow Senior Services SHIP staff to expand their efforts towards individual counseling, education, and outreach. The laptops will allow Senior Services to send more staff at one time to sites for eligibility screening and enrollment assistance.

We are utilizing the National IPA cooperative nationally bid contract.

Staff recommends approval of the desktops and laptops. The upgraded desktops allow staff to work more efficiently when assisting clients. The additional laptops will allow more staff to go into the field to assist clients with enrollment and screening. Other options:
1. Don't accept the additional grant funding to allow for the purchases.
2. Continue using older desktops and don't add laptops for staff to use in the field.

This is a one-time purchase.
Lead Agency: City of Mesa, AZ
RFP Issued: September 20, 2017
Response Due Date: October 23, 2017

Solicitation: # 2018011
Pre-Proposal Date: October 3, 2017
Proposals Received: 11

Awarded to:

The City of Mesa, AZ Department of Procurement issued RFP # 2018011 on September 20, 2017, to establish a national cooperative contract for information technology solutions and services.

The solicitation included cooperative purchasing language in the SCOPE of WORK, # 2 “NATIONAL CONTRACT REQUIREMENTS:

NATIONAL CONTRACT REQUIREMENTS. The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company (“National IPA”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ

- Las Vegas Journal Review, LV
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
On September 20, 2017 proposals were received from the following offerors:

- CDW-G
- Cloudera
- Connection Public Sector Solutions
- Hye Tech
- Hypertech
- Office Depot
- PCMGA
- POP
- SHI International
- World Wide Technology
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with CDW-G and proceeding with contract award upon successful completion of negotiations.

The City of Mesa, AZ, National IPA and CDW-G successfully negotiated a contract and the City of Mesa executed the agreement with a contract effective date of March 1, 2018.

Contract includes:

A comprehensive product and service offering including desktops, notebooks, servers, software, peripherals, cloud computing, consulting/analysis, design, technical support, leasing/financing, trade-ins, repair, configuration/system configurations, implementation, training, maintenance, installation, system testing, upgrades, and imaging

Term:

Initial five- year agreement from March 1, 2018 through February 28, 2023 with the option to renew for two (2) additional one-year periods through February 28, 2025.

Pricing/Discount:

CDW-G offers a percent off catalog pricing by category. Refer to pricing document for complete details.

National IPA Web Landing Pages:

http://www.nationalipa.org/Pages/Contracts-search.aspx?k-cdwa
## Exhibit B
### Pricing

<table>
<thead>
<tr>
<th>Item #</th>
<th>Product</th>
<th>Product / Group</th>
<th>Discount</th>
<th>Manufacturer Na</th>
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</thead>
<tbody>
<tr>
<td>1)</td>
<td>Group 1 - Systems</td>
<td>1) Desktops</td>
<td>2.10%</td>
<td>All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2) Notebooks</td>
<td>2.10%</td>
<td>All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3) Tablets</td>
<td>2.25%</td>
<td>All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc.)</td>
<td>4.00%</td>
<td>All</td>
</tr>
<tr>
<td>2)</td>
<td>Group 2 - Input Devices</td>
<td>5) Keyboards</td>
<td>6.75%</td>
<td>All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6) Mice</td>
<td>6.75%</td>
<td>All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7) Imaging Scanners</td>
<td>3.00%</td>
<td>All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8) POS Scanners</td>
<td>3.00%</td>
<td>All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9) Pointing Devices</td>
<td>3.50%</td>
<td>All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10) Bar Code Readers</td>
<td>4.25%</td>
<td>All</td>
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<td></td>
<td></td>
<td>11) Audio Input</td>
<td>15.00%</td>
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<tr>
<td></td>
<td></td>
<td>12) Input Adapters</td>
<td>5.00%</td>
<td>All</td>
</tr>
<tr>
<td></td>
<td></td>
<td>13) PC and Network Cameras</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>14) Input Cables</td>
<td>15.00%</td>
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<td></td>
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<td>15) Input Accessories</td>
<td>6.75%</td>
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</tr>
<tr>
<td>3)</td>
<td>Group 3 - Output Devices</td>
<td>16) Displays</td>
<td>3.50%</td>
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<tr>
<td></td>
<td></td>
<td>17) Printers</td>
<td>3.00%</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>18) Inkjet Printers</td>
<td>3.00%</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>19) Inkjet Photo Printers</td>
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<td>20) Laser Printers</td>
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<td>21) Label Printers</td>
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<td></td>
<td></td>
<td>22) Dot Matrix Printers</td>
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<tr>
<td></td>
<td></td>
<td>23) Multi-Function Printers</td>
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<td></td>
<td></td>
<td>24) Wide Format Printers</td>
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<td>25) Multi-Function Inkjet Printers</td>
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<td>26) Wide Format Printers</td>
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<td></td>
<td>27) Fax Machine Printers</td>
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</tr>
<tr>
<td></td>
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<td>28) Printer Accessories</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>29) Projectors</td>
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<tr>
<td></td>
<td></td>
<td>30) Projector Accessories</td>
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</tr>
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<td></td>
<td></td>
<td>31) Audio Input</td>
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<tr>
<td></td>
<td></td>
<td>32) Video Cards</td>
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### EXHIBIT B
### PRICING

<table>
<thead>
<tr>
<th>4) Group 4 - Memory</th>
<th>5) Group 5 - Storage Devices</th>
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<tbody>
<tr>
<td>33) Sound Cards</td>
<td>3.50% All</td>
</tr>
<tr>
<td>34) Output Accessories</td>
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<tr>
<td>35) Printer Consumables</td>
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<tr>
<td>36) Desktop</td>
<td>13.00% All</td>
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<tr>
<td>37) Flash</td>
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</tr>
<tr>
<td>38) Networking</td>
<td>13.00% All</td>
</tr>
<tr>
<td>39) Notebook</td>
<td>13.00% All</td>
</tr>
<tr>
<td>40) Printer / Fax</td>
<td>13.00% All</td>
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<tr>
<td>41) Server</td>
<td>13.00% All</td>
</tr>
<tr>
<td>42) Adapters Fiber Channel</td>
<td>5.50% All</td>
</tr>
<tr>
<td>43) Adapters FireWire / USB</td>
<td>5.50% All</td>
</tr>
<tr>
<td>44) Adapters IDE/ATA/SATA</td>
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</tr>
<tr>
<td>45) Adapters RAID</td>
<td>5.50% All</td>
</tr>
<tr>
<td>46) Adapters SCSI</td>
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</tr>
<tr>
<td>47) Bridges &amp; Routers</td>
<td>5.50% All</td>
</tr>
<tr>
<td>48) Disk Arrays</td>
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</tr>
<tr>
<td>49) Disk Arrays JBOD</td>
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</tr>
<tr>
<td>50) Drives Magneto-Optical</td>
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<tr>
<td>51) Drives Removable Disks</td>
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</tr>
<tr>
<td>52) Fiber Channel Switches</td>
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<tr>
<td>53) Hard Disks - External</td>
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</tr>
<tr>
<td>54) Hard Disks - Fiber Channel</td>
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</tr>
<tr>
<td>55) Hard Disks - IDE/ATA/SATA</td>
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</tr>
<tr>
<td>56) Hard Disks - Notebook</td>
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</tr>
<tr>
<td>57) Hard Disks - SCSI</td>
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</tr>
<tr>
<td>58) Networking Accessories</td>
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</tr>
<tr>
<td>59) Optical Drives - CD-ROM</td>
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<td>60) Optical Drives - CD-RW</td>
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<td>61) Optical Drives - DVD-CD</td>
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<tr>
<td>62) Optical Drives - DVD-RW</td>
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<tr>
<td>63) Storage Accessories</td>
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<tr>
<td>64) Storage - NAS</td>
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</tr>
<tr>
<td>65) Storage - SAN</td>
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<td>66) Tape Autoloaders - AIT</td>
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</tr>
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<td>69) Tape Autoloaders - LTO</td>
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Group 9 - Collaboration & IP Telephony

Group 10 - Other
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## EXHIBIT B
### PRICING

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<td>243</td>
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<td>244</td>
<td>15-19&quot; LCD Display</td>
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<td>245</td>
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<td>15-19&quot; Wide LED Display</td>
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<td>PCoIP and Zero Client Displays</td>
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<tr>
<td>251</td>
<td>Arm Mounts</td>
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<td>Ceiling Mounts</td>
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<td>Combo Mounts</td>
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<tr>
<td>254</td>
<td>Desktop Stands / Risers</td>
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<tr>
<td>255</td>
<td>Flat Wall Mounts</td>
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<td>256</td>
<td>Mount Accessories</td>
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<tr>
<td>257</td>
<td>Pole Display</td>
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<tr>
<td>258</td>
<td>Stands / Carts / Feet</td>
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<tr>
<td>259</td>
<td>Tilt Wall Mounts</td>
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### EXHIBIT B
### PRICING

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<th>STANDARD HOURLY RATE</th>
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<tr>
<td>Design and Analysis</td>
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<tr>
<td>Configuration</td>
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<tr>
<td>Implementation</td>
<td></td>
<td></td>
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<td>Installation</td>
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<td>Training</td>
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### Group 11 - Services

- Maintenance & Support
- CDW Configuration Services

### Group 12 - Additional Products/Services Not Identified

Please see CDW•G’s Configuration Services Pricelist below for descriptions and pricing of CDW•G’s Configuration Services.

- Apple Products for eligible Government and Educational Entities

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CDW•G has conformed to the National Pricing structure aligning to National IPA’s product taxonomy, however, CDW•G will manage the resultant contract according to CDW•G’s Product Tree below, which shall govern all purchases and provides more breadth and a more complete representation of the CDW•G Catalog. All discounts will be applied by product category listed below to CDW•G’s Nationally Advertised Pricing which is publicly verifiable at [www.cdwg.com](http://www.cdwg.com).

<table>
<thead>
<tr>
<th>CDW•G Product Tree Categories</th>
<th>Discount</th>
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<tbody>
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<td>Accessories</td>
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<tr>
<td>Power, Cooling &amp; Racks</td>
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<tr>
<td>Desktop Computers</td>
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<td>PC Compatible Workstation</td>
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</tr>
<tr>
<td>Blade PCs</td>
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</tr>
<tr>
<td>RISC Processor Workstation</td>
<td>3.00%</td>
</tr>
<tr>
<td>Thin Clients</td>
<td>3.00%</td>
</tr>
<tr>
<td>Web TV Access Unit</td>
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## EXHIBIT B
**PRICING**

<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>Windows Based Terminals</td>
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<tr>
<td>Data Storage / Drives</td>
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<td>Enterprise Storage</td>
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<tr>
<td>Point of Sale/Data Capture</td>
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<tr>
<td>Servers &amp; Server Management</td>
<td>4.00%</td>
</tr>
<tr>
<td>Services (CDW Delivered)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Notebook/Mobile Devices</td>
<td>2.50%</td>
</tr>
<tr>
<td>Notebook Computers</td>
<td>2.10%</td>
</tr>
<tr>
<td>Notebook Accessories</td>
<td>2.50%</td>
</tr>
<tr>
<td>Wireless Communication Devices</td>
<td>2.50%</td>
</tr>
<tr>
<td>Convertible PCs/Slate PCs/iPAD</td>
<td>2.25%</td>
</tr>
<tr>
<td>Chromebooks</td>
<td>0.00%</td>
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<tr>
<td>Netcomm Products</td>
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<tr>
<td>Gigabit Switch</td>
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</tr>
<tr>
<td>Modular Switch Chassis</td>
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</tr>
<tr>
<td>Modular Switches</td>
<td>5.50%</td>
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<tr>
<td>Carts and Furniture</td>
<td>5.00%</td>
</tr>
<tr>
<td>Printing &amp; Document Scanning</td>
<td>3.00%</td>
</tr>
<tr>
<td>Services (3rd Party Delivered)</td>
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<tr>
<td>Warranties-Product Protection</td>
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<td>Software</td>
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<td>Collaboration Hardware</td>
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</tr>
<tr>
<td>Memory/System Components</td>
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</tr>
<tr>
<td>Video-Projection-Pro Audio</td>
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</tr>
<tr>
<td>Cables</td>
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</tr>
<tr>
<td>CDW Configuration Services</td>
<td>5.00%</td>
</tr>
<tr>
<td>Apple Products for Eligible Entities</td>
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</tr>
</tbody>
</table>

CDW•G will work with Manufacturers and the City or Participating Agencies, as applicable, post award to ensure they are aware of participating in special manufacturer programs.

CDW•G Account Managers will work with the City or Participating Agencies, as applicable, post award to determine if large orders are eligible to receive additional discounts. These discounts are dependent on order size, delivery schedule and will be negotiated with Manufacturers.

As Apple’s largest Corporate Channel Partner in the U.S., CDW•G has negotiated to offer Apple Products to Eligible Government and Educational Entities at the discount listed above and in the pricing table in this Exhibit B.
## EXHIBIT B
### PRICING

### CDW•G Professional Services Offering

<table>
<thead>
<tr>
<th>Major Metro Service Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Washington, DC</td>
</tr>
<tr>
<td>Raleigh</td>
</tr>
<tr>
<td>Madison</td>
</tr>
<tr>
<td>New York City Metro</td>
</tr>
<tr>
<td>Houston</td>
</tr>
<tr>
<td>Wausau</td>
</tr>
<tr>
<td>Los Angeles</td>
</tr>
<tr>
<td>Tampa</td>
</tr>
<tr>
<td>Milwaukee</td>
</tr>
<tr>
<td>San Francisco</td>
</tr>
<tr>
<td>Atlanta</td>
</tr>
<tr>
<td>Appleton</td>
</tr>
<tr>
<td>San Diego</td>
</tr>
<tr>
<td>National</td>
</tr>
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<td>Grand Rapids</td>
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<td>Cleveland</td>
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<tr>
<td>Federal</td>
</tr>
<tr>
<td>Detroit</td>
</tr>
<tr>
<td>Philadelphia</td>
</tr>
<tr>
<td>Minneapolis</td>
</tr>
<tr>
<td>Seattle</td>
</tr>
<tr>
<td>St. Louis/KC</td>
</tr>
<tr>
<td>Denver</td>
</tr>
<tr>
<td>Nashville</td>
</tr>
<tr>
<td>Portland</td>
</tr>
</tbody>
</table>

Services apply to both CDW•G executed professional services and services which are sub-contracted through a CDW•G authorized third party provider. Hourly or fixed rates will be negotiated based on the customer, geography, scope of the professional service engagement, and level of engineer required to perform the service. CDW•G will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by CDW•G and the National IPA member prior to the start of Services. Sample SOW is included in our proposal. Expenses (T and E) may be an additional consideration depending on project specifics.

<table>
<thead>
<tr>
<th>Solution Domain</th>
<th>Discipline</th>
<th>Technology Domain</th>
<th>Role</th>
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<tr>
<td>Datacenter</td>
<td>Storage</td>
<td>Data Migration</td>
<td>Senior Consulting Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EMC</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>IBM</td>
<td>Senior Consulting Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>VMWare</td>
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<tr>
<td></td>
<td></td>
<td>NetApp</td>
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</tr>
<tr>
<td>Datacenter</td>
<td>Networking &amp; Enterprise Networking</td>
<td>Infrastructure &amp; Networking</td>
<td>Associate Consulting Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Consulting Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Senior Consulting Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Principal Consulting Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>Technical Lead</td>
</tr>
<tr>
<td>Mobility</td>
<td>Client Management</td>
<td>Client Virtualization Endpoint Management Mobile Device Management</td>
<td>Associate Consulting Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Consulting Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Senior Consulting Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Principal Consulting Engineer</td>
</tr>
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<td></td>
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<td>Technical Lead</td>
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<td></td>
<td></td>
<td>VDI</td>
<td>Senior Consulting Engineer</td>
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<tr>
<td>Security</td>
<td>Network Security</td>
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<td>Associate Consulting Engineer</td>
</tr>
<tr>
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<td></td>
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<td>Consulting Engineer</td>
</tr>
<tr>
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<td></td>
<td></td>
<td>Senior Consulting Engineer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Principal Consulting Engineer</td>
</tr>
<tr>
<td></td>
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<td>Technical Lead</td>
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### EXHIBIT B
**PRICING**

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<th>Information Security</th>
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<tbody>
<tr>
<td>Collaboration</td>
<td>Communication</td>
<td>Voice, Video Collaboration</td>
</tr>
<tr>
<td>Collaboration</td>
<td>Engagement</td>
<td>Contact Center</td>
</tr>
<tr>
<td>Collaboration</td>
<td>Productivity</td>
<td>Information Worker</td>
</tr>
<tr>
<td>Consulting Advisory Services</td>
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<td>Consulting Advisory Services</td>
</tr>
<tr>
<td>Project &amp; Program Management</td>
<td>Project &amp; Program Management</td>
<td>Project &amp; Program Management</td>
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</table>

<table>
<thead>
<tr>
<th>Penetration Testing</th>
<th>Gap Analysis (HIPAA gap, PCI Gap, NIST)</th>
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<tbody>
<tr>
<td>Associate Consulting Engineer</td>
<td>Consulting Engineer</td>
</tr>
<tr>
<td>Consulting Engineer</td>
<td>Senior Consulting Engineer</td>
</tr>
<tr>
<td>Principal Consulting Engineer</td>
<td>Technical Lead</td>
</tr>
<tr>
<td>Technical Lead</td>
<td></td>
</tr>
<tr>
<td>Associate Consulting Engineer</td>
<td>Consulting Engineer</td>
</tr>
<tr>
<td>Consulting Engineer</td>
<td>Senior Consulting Engineer</td>
</tr>
<tr>
<td>Principal Consulting Engineer</td>
<td>Technical Lead</td>
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<td>Technical Lead</td>
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### CDW-G Configuration Services

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<tr>
<th>Service Group</th>
<th>EDC</th>
<th>Description</th>
<th>Advertised Price</th>
<th>Contract Discount</th>
<th>Contract Ceiling Price</th>
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</thead>
<tbody>
<tr>
<td>Hardware</td>
<td></td>
<td>Hardware Configurations and Priority Service</td>
<td>$21.99</td>
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<tr>
<td>Priority</td>
<td>1625768</td>
<td>PRIORITY SERVICE</td>
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<td>Hardware</td>
<td>1706188</td>
<td>CDW Hardware Install for Server</td>
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### Asset Tagging

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<th>Asset Tags</th>
<th>EDC</th>
<th>Description</th>
<th>Advertised Price</th>
<th>Contract Discount</th>
<th>Contract Ceiling Price</th>
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<tbody>
<tr>
<td>Asset Tags</td>
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<td>Asset Tags</td>
<td>338519</td>
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<td>Asset Tags</td>
<td>338521</td>
<td>CUSTOMER ASSET TAG CONFIG SERVICE</td>
<td>$9.99</td>
<td>5%</td>
<td>$9.49</td>
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<tr>
<td>Asset Tags</td>
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<td>CDW CREATE CUSTOM TAG/LABEL</td>
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<td>Asset Tags</td>
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<td>5%</td>
<td>$9.49</td>
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<tr>
<td>Asset Tags</td>
<td>500817</td>
<td>INTERMEDIATE CUSTOM TAG</td>
<td>$17.99</td>
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### EXHIBIT B
### PRICING

<table>
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<th>Asset Tags</th>
<th>Descriptions</th>
<th>Current Price</th>
<th>Original Price</th>
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<td>955862</td>
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<td>CDW RFID TAG</td>
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<td>3465262</td>
<td>BASIC CUSTOM TAG W/BOX DUP TAG</td>
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<td>$21.98</td>
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<tr>
<td>3465269</td>
<td>CUSTOMER ASSET TAG W/BOX DUP REQ6330</td>
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<td>4347185</td>
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<td>3465895</td>
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<td>398215</td>
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#### Configuration Service Bundles

<table>
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<th>Original Price</th>
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</thead>
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<td>CDW HW IMAGE CDW ASSET TAG-REQ1173</td>
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Attachment: National IPA 2018011 (2018-182 : CDWG - Community Services - Senior Services Grant)
## EXHIBIT B
### PRICING

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## EXHIBIT B
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### Configuration Project Management / COI

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Required Vendor Ethics Disclosure Statement

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

Date: __________________________
Bid/Contract/PO #: __________________________

<table>
<thead>
<tr>
<th>Company Name: CDW Government LLC</th>
<th>Company Contact: Jenn Lagoni &amp; Meagan McKone McKone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 1-866-339-7925</td>
<td>Contact Email: <a href="mailto:jennandmeagan@cdwg.com">jennandmeagan@cdwg.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.

\[ \checkmark \] 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.

\[ \checkmark \] NONE (check here) - If no contacts have been made

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Matt Flood

Title

Proposals Supervisor

Date

Feb 5, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ______ (total number of pages)
Resolution
FI-R-0372-18

ACCEPTANCE OF AN EXTENSION OF THE
DU PAGE CONVALESCENT CENTER FOUNDATION
RECREATION THERAPY GRANT PY16
COMPANY 5000 - ACCOUNTING UNIT 2120

(Under the administrative direction of
the DuPage Care Center)

WHEREAS, the County of DuPage heretofore accepted and appropriated the DuPage Convalescent Center Foundation-Recreation Therapy Grant PY16, Company 5000 - Accounting Unit 2120, pursuant to Resolution FI-R-0069-16 for the period February 1, 2016 through June 30, 2018, as amended; and

WHEREAS, the County of DuPage has been notified by the DuPage Care Center Foundation that the grant may be extended to November 30, 2018.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the expiration date of this grant be extended until November 30, 2018.

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
AWARDING RESOLUTION
ISSUED TO ARXIMUM INCORPORATED
FOR SUPPLIES FOR THE MEDICATION DISPENSING UNIT
(CONTRACT TOTAL AMOUNT: $25,000.00)

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

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order to ARxIUM Inc., for medication dispensing unit supplies for the DuPage Care Center, for the period August 16, 2018 through August 15, 2019.

NOW, THEREFORE BE IT RESOLVED, that County contract covering said, to provide medication dispensing unit supplies for the DuPage Care Center, for the period August 16, 2018 through August 15, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to ARxIUM Inc., 1400 Busch Parkway, Buffalo Grove, Illinois 60089, for a contract total amount of $25,000.00, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source.

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

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
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 25, 2018</td>
<td>$25,000.00</td>
<td>AUGUST 16, 2018 - AUGUST 15, 2019</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Sole Source - Attach Sole Source Justification

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>07/25/2018 4:22 PM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>07/26/2018 8:27 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>07/26/2018 5:38 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>07/30/2018 3:47 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>07/31/2018 5:44 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/01/2018 12:28 PM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Completed</td>
<td>08/07/2018 10:15 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>
ARxIUM, Inc. requires that their supplies be utilized in their equipment. If the supplies are not purchased through ARxIUM, Inc., all warranties and service agreements may be voided.

**Description of Procurement/Scope of Work/Background**
Supplies for the Fast Pak medication dispensing machine in the Pharmacy at the DuPage Care Center, for the period August 16, 2018 through August 15, 2019, Sole Source, per DuPage County Purchasing Ordinance, article 4-102(5).

**Reason for Procurement**
ARxIUM, Inc., requires that their supplies be utilized in their equipment. If the supplies are not purchased through ARxIUM, Inc., all warranties and service agreements may be voided.

**FUNDING SOURCE**
- [X] Procurement budgeted for (FY and budget code(s)): 1200-2065-52200
- [ ] 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 and/or PO# __________________________
- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] 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 $5,000.00
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

**BASIS OF DECISION MEMO (attach Decision Memo)**
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 5/10-2 (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)**
- [ ] cdx
- [ ] Prepared By __________________________ Date: Jul 18, 2018
- [ ] Recommended for Approval __________ Date: 7/13/18
- [ ] IT Approval, if required __________ Date: __________

**REVIEWED BY (Initials Only)**
- [ ] [Name]
- [ ] Date: 7/30/18 Procurement Officer
- [ ] [Name]
- [ ] Date: __________ Chairman's Office
- [ ] [Name]
- [ ] Date: 7/31/18 Chief Financial Officer (Decision Memos Over $25,000)
- [ ] [Name]
- [ ] Date: __________ Chairman's Office (Decision Memos Over $25,000)

**Attachment:** ARxIUM Inc. Checklist (HHS-P-0211-18 : ARxIUM, Inc.)
### Purchase Requisition

**Procurement Services Division**

**Date:** Jul 13, 2018

**MinuteTraq (IQM2) ID #:** 13140

**Department Req #:** 7

**RFP, Bid or Quote #:** sole source

### Send Purchase Order To:
- **Vendor:** Arxium, Inc.
- **Vendor #:** 24540
- **Attn:**
- **Address:** 1400 Busch Parkway
- **City:** Buffalo Grove
- **State:** IL
- **Zip:** 60089
- **Phone:** 847-808-2600

### Send Invoices To:
- **Dept:** DuPage Care Center
- **Division:** Pharmacy
- **Attn:** Dale Wagener
- **Email:** dale.wagener@dupageco.org
- **Address:** 400 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-784-4275

### Send Payments To:
- **Vendor:** Arxium, Inc.
- **Vendor #:** 24540
- **Attn:**
- **Address:** 52226 Network Place
- **City:** Chicago
- **State:** IL
- **Zip:** 60673
- **Phone:**

### Send Invoices To:
- **Vendor:** Arxium, Inc.
- **Vendor #:** 24540
- **Attn:** Dale Wagener
- **Email:** dale.wagener@dupageco.org
- **Address:** 400 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-784-4275

### Send Payments To:
- **Vendor:** Arxium, Inc.
- **Vendor #:** 24540
- **Attn:**
- **Address:** 52226 Network Place
- **City:** Chicago
- **State:** IL
- **Zip:** 60673
- **Phone:**

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

### Ship To:
- **Dept:** DuPage Care Center
- **Division:** Pharmacy
- **Attn:** Dale Wagener
- **Email:** dale.wagener@dupageco.org
- **Address:** 400 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-784-4275

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Supplies for the Fast Pak Medication Dispensing Machine</td>
<td></td>
<td>1200</td>
<td>2085</td>
<td>52200</td>
<td></td>
<td></td>
<td>25,000.00</td>
<td>25,000</td>
</tr>
</tbody>
</table>

| Requisition Total | $25,000 |

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

Supplies for the medication dispensing machine in the Pharmacy at the DuPage Care Center for the period August 16, 2018 through August 15, 2019, per 55 ILCS 5/5 - 1022 “Competitive Bids” (c) not suitable for competitive bids - sole source.

### 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):

August 7, 2018 HHS August 14, 2018 County Board
**JUSTIFICATION FOR SOLE SOURCE**

(Please complete and attach to purchase requisition)

| REQUISITION # | 7076 MT# | 13140 | DEPARTMENT | DuPage Care Center | MANUFACTURER | ARxIUM, Inc. | PRODUCT # | Fast Pak Elite medication dispensing machine |

**Describe Item Being Justified and Its Function:**
The ARxIUM, Inc., contract specific to the medication dispensing machine located in the pharmacy department at the DuPage Care Center.

This machine is manufactured by ARxIUM, Inc.

**This is a Sole Source Because Vendor Is:**
- [ ] sole provider of a licensed or patented good or service
- [ ] sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- [X] sole provider of factory-authorized warranty service
- [ ] sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
- [ ] the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)
- [ ] the software manufacturer (and sole maintenance/update provider)
- [ ] other – (please detail below or in an attachment)

**Requested Source**

<table>
<thead>
<tr>
<th>Requested Source</th>
<th>ARxIUM, Inc.</th>
<th>Contact</th>
<th>Roma Donaghy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>847-808-5871</td>
<td>Website</td>
<td>847-215-1869</td>
</tr>
</tbody>
</table>

**What Necessary and Unique Features Does This Vendor's Product or Service Provide Which Are Not Available From Other Vendors? (Please Be Specific)**

ARxIUM, Inc., requires that only ARxIUM supplies to be used with the Fast Pak Elite medication dispensing machine or else any warranties or service agreements may be voided.

**Has the Market Been Tested Lately (Last 12 Months) on the Applicability of Sole Source? (If Not, Why Not?)**
P15-222-GV

**What Steps Were Taken to Verify That These Features Are Not Available Elsewhere? Were Other Brands/Manufacturers Examined? (Please list other products or services examined – include names & phone numbers of people contacted)**

*Signature on File* 7/25/18

*Department Approval* Date

*Signature on File* 7-30-18

*Purchasing Review* Date
Required Vendor Ethics Disclosure Statement

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

Company Name: ARxIUM, Inc. 
Company Contact: Theresa Bodner
Contact Phone: 204-594-5320
Contact Email: tbodner@arxium.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.

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

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 
E. Christine Ross

Title 
Director of Compliance

Date 
May 16, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO PROFESSIONAL CLINICAL LABORATORIES
D/B/A PCL ALVERNO
FOR PATIENT LABORATORY SERVICES
FOR THE DUPAGE CARE CENTER
(CONTACT TOTAL AMOUNT $31,000.00)

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

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order to Professional Clinical Laboratories d/b/a PCL Alverno, for patient laboratory services (chemistry panels, urinalysis, miscellaneous cultures, etc.) for the DuPage Care Center, for the period August 22, 2018 through August 21, 2019.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for laboratory services (chemistry panels, urinalysis, miscellaneous cultures, etc.) for the DuPage Care Center, for the period August 22, 2018 through August 21, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to PCL Alverno, 2434 Interstate Plaza Drive, Hammond, Indiana 46324, for a contract total amount of $31,000.00, per sole Proposal #P17-136-GV, first of three one-year optional renewals.

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

DANIEL J. CRONIN, CHAIRMAN
DUPAGE 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>DATE SUBMITTED</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>07/26/2018 9:43 AM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>07/26/2018 10:18 AM</td>
</tr>
<tr>
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<td>Completed</td>
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<tr>
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<td>Completed</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>07/31/2018 12:48 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>07/31/2018 1:22 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/03/2018 7:47 AM</td>
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<td>Finance Committee</td>
<td>Pending</td>
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</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>08/14/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Procurement Review Checklist

### Procurement Services Division

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

### Vendor Information
- **Vendor:** Professional Clinical Laboratories dba PCL Alverno
- **Vendor #:** 25034
- **Contract Term:** 08/22/18 - 08/21/19
- **Contract Total:** $31,000.00

### Department and Contact Information
- **Dept:** DuPage Care Center
- **Contact:** Clementine Nelson
- **Phone:** 630-784-4251
- **Assigned Committee:** Health and Human Services

### Description of Procurement
Patient Laboratory Services for the residents at the DuPage care center for the period 08/22/18 - 08/1/19, per sole Proposal #17-136-GV, first renewal of three one-year option to renew.

### Reason for Procurement
As part of their course of treatment the residents of DuPage Care Center periodically need to have laboratory testing done, as ordered by their physician, to aid in determining a course of treatment.

### FUNDING SOURCE
- [ ] Procurement budgeted for (FY and budget code(s)): 1200-2050-53070
- [ ] Budget Transfer (Date) ____________ Add'l Information

### DECISION MEMO NOT REQUIRED
- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ____________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) 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 # ____________ 17-136-GV
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors):
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ____________

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Prepared Date</th>
<th>Recommended for Approval Date</th>
<th>IT Approval, if required Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[X] cdk</td>
<td>Jul 13, 2018</td>
<td>[X] 7/13/18</td>
<td></td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Reviewed By</th>
<th>Reviewed Date</th>
<th>Procurement Officer Date</th>
<th>Chairman’s Office Date</th>
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</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>7/27/18</td>
<td>5M</td>
<td>7-27-18</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>T-31-18</td>
<td>5M</td>
<td>8-2-18</td>
</tr>
</tbody>
</table>
# Purchase Requisition

**Procurement Services Division**

## Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Professional Clinical Laboratories LLC dba PCL Alverno</th>
<th>Vendor #: 25034</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Sam Terese</td>
<td>Email: <a href="mailto:sam.terese@franciscanalliance.org">sam.terese@franciscanalliance.org</a></td>
</tr>
<tr>
<td>Address: 2434 Interstate Plaza Drive</td>
<td>City: Hammond</td>
</tr>
<tr>
<td>State: IN</td>
<td>Zip: 46324</td>
</tr>
<tr>
<td>Phone: 219-989-3700</td>
<td>Fax: 219-989-3900</td>
</tr>
</tbody>
</table>

## Send Invoices To:

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

## Send Payments To:

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

## Ship To:

<table>
<thead>
<tr>
<th>Dept: DuPage Care Center</th>
<th>Division: Nursing</th>
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</thead>
<tbody>
<tr>
<td>Attn: Clementine Nelson</td>
<td>Email: <a href="mailto:clementine.nelson@dupageco.org">clementine.nelson@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road</td>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-784-4251</td>
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<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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<tr>
<td>F.O.B.</td>
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</tr>
<tr>
<td>Use for Contract Administrator</td>
<td>Use for PO25 only</td>
<td>Christine Kliebhan</td>
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<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Patient Laboratory Services for the DuPage Care Center</td>
<td>1200</td>
<td>2050</td>
<td>53070</td>
<td>31,000.00</td>
<td>31,000.00</td>
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</table>

**Requisition Total**: $31,000

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

Patient Laboratory Services for the DuPage Care Center for the period August 22, 2018 through August 21, 2019, per sole proposal #P17-136-GV, first renewal of three one-year options to renew.

**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):

August 07, 2018  HHS  August 14, 2018  County Board
Decision Memo

Procurement Services Division

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

Date: Jul 13, 2018
MinuteTraq (IQM2) ID #: 13147
Department Requisition #: 7075

Requesting Department: DuPage Care Center
Department Contact: Clementine Nelson

Contact Email: clementine.nelson@dupageco.org
Contact Phone: 630-784-4251

Vendor Name: Professional Clinical Laboratories LLC dba PCL A
Vendor #: 25034

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

Renew PCL Alverno for laboratory services for the DuPage Care Center.

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

This contract is for patient laboratory services for the residents at the DuPage Care Center for the period August 22, 2018 through August 21, 2019.

Strategic Impact

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

Currently DuPage Care Center does not have an on-site laboratory, nor does the facility have laboratory personnel on staff equipped to receive, process and analyze patient specimens. As part of the course of treatment given to the residents of the DuPage Care Center, it is necessary to obtain specimens and have them sent to a laboratory for analysis. The results of such tests are then used by the resident's physician as a basis for diagnosis and treatment.

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

Approve renewal of:
P17-136-GV:
14 invitations sent
12 documents requested
1 vendor submitted a proposal - PCL Alverno

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

1) Approve renewal of PCL Alverno for laboratory services for the residents of DuPage Care Center for the period August 22, 2018 through August 21, 2019.
2) Investigate the possibility of having on-site laboratory services at the facility. This would not allow for the economies of scale currently construct a laboratory and would also cause an increase in personnel cost.

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

1200-2050-53070: $31,000.00
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the “County” and Professional Clinical Laboratories, D/B/A PCL Alverno of 2434 Interstate Plaza Drive, Hammond, IN 46324, hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Proposal P17-136 which became effective August 22, 2017, and which will expire August 21, 2018. The contract is subject to a first option to renew for a twelve (12) month period.

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

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

PCL ALVERNO
Signature on File  6/18

Glenda Vasak
Player II

COUNTY OF DU PAGE, ILLINOIS
Signature on File  6/18

Sam C. Reeser
President/CEO
Required Vendor Ethics Disclosure Statement

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

Company Name: Professional Clinical Laboratories, LLC

Contact Name: [Name]

Contact Phone: [Phone Number]

Signature on File

Packet Pg. 203

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 contractor to be awarded will hold. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

First Name: [First Name]

Last Name: [Last Name]

Title

[Title]

Date

[Date]

Packet Pg. 203
WHEREAS, a County Contract was approved by the Health and Human Services Committee on April 4, 2017 to Great Lakes Coca-Cola Distribution, LLC in the amount of $24,400.00; and

WHEREAS, change order HHS-CO-0006-18 was approved on April 24, 2018 extending the contract through June 30, 2018 and increasing the amount of the contract $5,400.00; and

WHEREAS, the Health and Human Services Committee, recommends changes as stated in the Change Order Notice to increase contract 2486-0001 SERV issued to Great Lakes Coca-Cola Distribution, LLC in the amount of $3,500.00.

NOW, THEREFORE BE IT RESOLVED that County Board adopts Change Order Notice, dated July 13, 2018, to contract 2486-0001 SERV, issued to Great Lakes Coca-Cola Distribution, LLC for canned and bottled beverages to be sold in the three (3) County Cafe's, to increase the contract total in the amount of $3,500.00, resulting in an amended contract total amount of $33,300.00, an increase of 11.74.

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
# Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

---

**Purchase Order #: 2486-0001 SERV**

**Original Purchase Order Date:** May 1, 2017

**Change Order #: 3**

**Department:** DuPage Care Center

**Vendor Name:** Great Lakes Coca-Cola Distribution, LLC

**Vendor #: 22566**

**Dept Contact:** Mario Plaza

---

**Background and/or Reason for Change Order Request:**

Contract purchase order for the purchase of canned and bottled beverages to be sold in three (3) County Cafe's for the period May 1, 2017 through July 29, 2018.

- #1 increase 1200-2025-52210 in the amount of $1,000.00 and 1200-2100-52210 in the amount of $2,500.00 to cover purchases through 07/29/18 and pay final invoices, prior to new canned and bottled beverage company to start on 07/30/18.

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9:**

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

---

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$24,400.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$5,400.00</td>
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<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$29,800.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$33,300.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>11.74%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>36.48%</td>
</tr>
</tbody>
</table>

---

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Change budget code from: ___________________________ to: ___________________________
- [ ] Increase/Decrease quantity from: ___________________________ to: ___________________________
- [ ] Price shows: ___________________________ should be: ___________________________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

---

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: ___________________________ to: ___________________________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source 1200-2025-52210 & 2100-52210
- [ ] OTHER - explain below:

---

**Recommended for Approval (Initials):** Fox

**Phone Ext:** 4208

**Date:** Jul 13, 2018

---

**REVIEWED BY (Initials Only):**

**Buyer:**

**Date:** 7/31/18

**Procurement Officer:**

**Date:** 7-31-18

**Chief Financial Officer (Decision Memos Over $25,000):**

**Date:** 8-2-18

---

**8-7-18 HHS**

**8-14-18 County Board**

---

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
**Decision Memo**

*Procurement Services Division*

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

---

**Requesting Department:** DuPage Care Center  
**Department Contact:** Mario Plata  
**Contact Email:** mario.plata@dupageco.org  
**Contact Phone:** 630-784-4416  
**Vendor Name:** Great Lakes Coca-Cola Distribution, LLC  
**Vendor #:** 22566

---

**Date:** Jul 13, 2018  
**MinuteTraq (IQM2) ID #:** 13148  
**Department Requisition #:**

---

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

Increase contract in the amount of $3,500.00 to cover purchases made through end of extended contract before the new canned and bottled beverage company starts on July 30, 2018.

---

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

Contract purchase order for canned and bottled beverages to be sold in three (3) County Cafe's for the period May 1, 2017 through July 29, 2018.

Increase in the amount of $3,500.00 to cover purchases made through end of extended contract before new canned and bottled beverage company starts on July 30, 2018.

---

**Strategic Impact**

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

Continue supplying Coca Cola products through July 29, 2018

---

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

n/a

---

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

1. Increase encumbrance in the amount of $3,500.00 to cover purchases made during contract.
2. Do not increase encumbrance in the amount of $3,500.00 to cover purchases made during contract, would eliminate the availability of canned and bottled beverages, thus resulting in a negative impact on revenue.

---

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

FY18  1200-2025-52210 $1,000.00 and 1200-2100-52210 $2,500.00
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: 3/22/18

BID/Contract/PO #: 

<table>
<thead>
<tr>
<th>Company Name: GREAT LAKES COCA-COLA</th>
<th>Company Contact: RICK VANDERKRIFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 636 584-3606</td>
<td>Contact Email: RICK.VANDERKRIFF@COCA-COLA</td>
</tr>
</tbody>
</table>

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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 $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>
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</thead>
</table>

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

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

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

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

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

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
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- 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: RICK VANDERKRIFF

Title: MDM

Date: 3/22/18

Packet Pg. 207
DuPage County, Illinois

BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000

<table>
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<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
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<th>Prior to Transfer</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1750</td>
<td>53090</td>
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<td>OTHER PROFESSIONAL SERVICES</td>
<td>$550.00</td>
<td>71,500 - 70,950 - 7/20/18</td>
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To: 1000

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
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</tbody>
</table>

Reason for Request:
To transfer funds to a line item that has zero (0) budget to pay for purchase of County labeled jackets for the Adult Protective Services staff.

Signature on file

Department Head

Signature on file

Chief Financial Officer

Finance Department Use Only

Fiscal Year 2018
Budget Journal #
Acctg Period

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

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

Packet Pg. 208
# DuPage County, Illinois

**BUDGET ADJUSTMENT**

*Effective March 1, 2016*

## Convolvesent Center

<table>
<thead>
<tr>
<th>Company/Accounting Unit Name</th>
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### Finance Dept Use Only

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<th>Title</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
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<td>2100 TEMPORARY SALARIES/ON CALL</td>
<td>$18,524.97</td>
<td>$16,712.97</td>
<td>7/27/18</td>
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<tr>
<td>2050 OTHER PROFESSIONAL SERVICES</td>
<td>$398,150.09</td>
<td>$198,150.09</td>
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<tr>
<td>2060 BENEFIT PAYMENTS</td>
<td>$13,441.69</td>
<td>$12,041.69</td>
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<tr>
<td>2070 BENEFIT PAYMENTS</td>
<td>$5,227.58</td>
<td>$5,140.58</td>
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**Total** $202,399.00

### To: 1200

<table>
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<th>Title</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025 TEMPORARY SALARIES/ON CALL</td>
<td>$141.67</td>
<td>$133</td>
<td>7/27/18</td>
</tr>
<tr>
<td>2050 TEMPORARY SALARIES/ON CALL</td>
<td>$89,724.95</td>
<td>$10,275.15</td>
<td></td>
</tr>
<tr>
<td>2060 OVERTIME</td>
<td>$113.33</td>
<td>$286.67</td>
<td></td>
</tr>
<tr>
<td>2100 BENEFIT PAYMENTS</td>
<td>$86.87</td>
<td>$13</td>
<td></td>
</tr>
</tbody>
</table>

**Total** $202,399.00

---

**Reason for Request:**

To transfer budgeted funds, allowing for sufficient budget to be available to cover the payroll expense postings.

---

**Signature on file**

**Department Head**

**Sign your name**

**Date** 7/26/2016

**Signature on file**

**Chief Financial Officer**

**Date** 7/30/18

---

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

**Finance Department Use Only**

- **Fiscal Year:** 2018
- **Budget Journal #:** ______
- **Acctg Period:** ______

---

**Packet Pg. 209**
Other Action Item
17-18-755

Request Date: 7/20/2018  Account Code: 5000-1720

Purpose of Trip: (explain fully the necessity of making the trip)
Regional Ombudsman Quarterly Meeting

Destination: Springfield, IL

Date of Departure: 8/22/2018  Date of Return Arrival: 8/23/2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration:</td>
<td>0</td>
</tr>
<tr>
<td>Transportation:</td>
<td>$230.00</td>
</tr>
<tr>
<td>Lodging:</td>
<td>$80.00</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$80.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$390.00</td>
</tr>
</tbody>
</table>

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
Other Action Item

17-18-756

<table>
<thead>
<tr>
<th>Request Date: 7/17/2018</th>
<th>Account Code: 5000-1650</th>
</tr>
</thead>
</table>

Purpose of Trip: (explain fully the necessity of making the trip)

To attend the Illinois AIRS Board Meeting and Annual Conference. The conference will provide training to maintain C.I.R.S. certification.

<table>
<thead>
<tr>
<th>Destination: Bloomington, IL</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Departure: 9/17/2018</th>
<th>Date of Return Arrival: 9/19/2018</th>
</tr>
</thead>
</table>

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

Please indicate the estimated amount for each applicable expense.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration:</td>
<td>$150.00</td>
</tr>
<tr>
<td>Transportation:</td>
<td>0</td>
</tr>
<tr>
<td>Lodging:</td>
<td>$156.80</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous Expenses (parking, mileage, etc.):</td>
<td>$150.00</td>
</tr>
<tr>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$120.00</td>
</tr>
<tr>
<td>Total:</td>
<td>$576.80</td>
</tr>
</tbody>
</table>

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
Other Action Item

17-18-757

<table>
<thead>
<tr>
<th>Request Date:</th>
<th>07/23/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Code:</td>
<td>5000-1650</td>
</tr>
</tbody>
</table>

Purpose of Trip: (explain fully the necessity of making the trip)
Community Services manager to attend the Illinois AIRS Annual conference to maintain C.I.R.S certification.

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Bloomington, IL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Departure:</td>
<td>9/17/2018</td>
</tr>
<tr>
<td>Date of Return Arrival:</td>
<td>9/19/2018</td>
</tr>
</tbody>
</table>

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

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>$150.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>0</td>
</tr>
<tr>
<td>Lodging</td>
<td>$239.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals (Per Diems)</td>
<td>$100.50</td>
</tr>
<tr>
<td>Total</td>
<td>$489.50</td>
</tr>
</tbody>
</table>

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
Other Action Item

17-18-758

Request Date: 07/17/2018  Account Code: 1000-1750

Purpose of Trip: (explain fully the necessity of making the trip)
Senior Research Coordinator to attend the Illinois AIRS Annual conference, which provides training to obtain the C.R. S. certification.

Destination: Bloomington, IL

Date of Departure: 9/18/2018  Date of Return Arrival: 9/19/2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration:</td>
<td>$150.00</td>
</tr>
<tr>
<td>Transportation:</td>
<td>0</td>
</tr>
<tr>
<td>Lodging:</td>
<td>$119.50</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>$20.00</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$50.25</td>
</tr>
<tr>
<td>Total:</td>
<td>$339.75</td>
</tr>
</tbody>
</table>

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
Other Action Item

17-18-759

Request Date: 07/17/2018
Account Code: 5000-1720

**Purpose of Trip:** (explain fully the necessity of making the trip)
Senior Services Manager and Senior I&R Specialist to attend the Illinois AIRS Annual conference, which provides training to obtain and/or maintain C.I.R.S. A/D certification.

**Destination:** Bloomington, IL

**Date of Departure:** 9/18/2018  **Date of Return Arrival:** 9/19/2018
(Please include a detailed explanation if different from official business dates)

---

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>$300.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>0</td>
</tr>
<tr>
<td>Lodging</td>
<td>$239.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous (parking, mileage, etc.)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$100.50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$789.50</strong></td>
</tr>
</tbody>
</table>

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

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**Other Action Item**

17-18-760

<table>
<thead>
<tr>
<th>Request Date:</th>
<th>07/24/2018</th>
<th>Account Code:</th>
<th>5000-1420</th>
</tr>
</thead>
</table>

**Purpose of Trip:** (explain fully the necessity of making the trip)

Three (3) LIHEAP staff to attend the Illinois AIRS Annual conference, which provides training to obtain and/or maintain C.I.R.S. A/D certification.

**Destination:** Bloomington, IL

**Date of Departure:** 9/18/2018  
**Date of Return Arrival:** 9/19/2018

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

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration:</td>
<td>$450.00</td>
</tr>
<tr>
<td>Transportation:</td>
<td>0</td>
</tr>
<tr>
<td>Lodging:</td>
<td>$390.00</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous (parking, mileage, etc.)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$300.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$1,290.00</strong></td>
</tr>
</tbody>
</table>

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
**Other Action Item**

17-18-761

<table>
<thead>
<tr>
<th>Request Date:</th>
<th>07/23/2018</th>
<th>Account Code:</th>
<th>5000-1650</th>
</tr>
</thead>
</table>

**Purpose of Trip:** (explain fully the necessity of making the trip)

Four (4) I&R specialists to attend the Illinois AIRS Annual conference to obtain/maintain C.I.R.S A/D certification.

**Destination:** Bloomington, IL

<table>
<thead>
<tr>
<th>Date of Departure:</th>
<th>9/18/2018</th>
<th>Date of Return Arrival:</th>
<th>9/19/2018</th>
</tr>
</thead>
</table>

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

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration:</td>
<td>$600.00</td>
</tr>
<tr>
<td>Transportation:</td>
<td>0</td>
</tr>
<tr>
<td>Lodging:</td>
<td>$478.00</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$201.00</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$1,279.00</strong></td>
</tr>
</tbody>
</table>

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
Other Action Item
17-18-762

<table>
<thead>
<tr>
<th>Request Date: 7/17/2018</th>
<th>Account Code: 5000-1420</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purpose of Trip: (explain fully the necessity of making the trip)</td>
<td></td>
</tr>
<tr>
<td>Annual LIHEAP Policy and Procedure workshop</td>
<td></td>
</tr>
<tr>
<td>Destination: Springfield, IL</td>
<td></td>
</tr>
<tr>
<td>Date of Departure: 8/28/2018</td>
<td>Date of Return Arrival: 8/29/2018</td>
</tr>
<tr>
<td>(Please include a detailed explanation if different from official business dates)</td>
<td></td>
</tr>
</tbody>
</table>

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>0</td>
</tr>
<tr>
<td>Transportation</td>
<td>$120.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>$460.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$150.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$730.00</strong></td>
</tr>
</tbody>
</table>

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
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Packet Pg. 218

Date: Jun 27, 2018

MinuteTraq (IQM2) ID #: 13048

Purchase Order #: 2957-0001 Serv
Original Purchase Order Date: Dec 1, 2017
Change Order #: 1
Department: DuPage Care Center
Vendor Name: CDW-Government
Vendor #: 10667-P1
Dept Contact: Scott Ballard

Background and/or Reason for Change Order Request:
This contract is for computer, hardware, peripherals, software and licensing for the DuPage Care Center for the period 12/01/17 - 08/15/18. Extend contract through 11/30/18. The National IPA contract was to expire 08/15/18. CDW-G has been awarded a contract with National IPA under agreement 2018011-01. NO CHANGE IN CONTRACT TOTAL

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.
☐ (B) The change is germane to the original contract as signed.
☐ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
☐ Change budget code from: ___________________________ to: ___________________________
☐ Increase/Decrease quantity from: ___________________________ to: ___________________________
☐ Price shows: ___________________________ should be: ___________________________
☐ Decrease remaining encumbrance and close contract ☐ increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: Aug 15, 2018 to: Nov 30, 2018
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source ___________________________
☐ OTHER - explain below:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>cdk</td>
<td>4208</td>
</tr>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
</tr>
<tr>
<td>Jun 27, 2018</td>
<td>Recommended for Approval (Initials):</td>
</tr>
<tr>
<td>x QSC DAK</td>
<td>6/29/18</td>
</tr>
</tbody>
</table>

REVIEWED BY (Initials Only)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>7/17/18</td>
</tr>
<tr>
<td>Date</td>
<td>Procurement Officer</td>
</tr>
<tr>
<td></td>
<td>7-17-18</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>7-19-18</td>
</tr>
<tr>
<td>Date</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
</tr>
<tr>
<td></td>
<td>7-24-18</td>
</tr>
</tbody>
</table>

8-7-18

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Jun 27, 2018
MinuteTraq (IQM2) ID #: 13048
Department Requisition #: 2957-0001

Requesting Department: DuPage Care Center
Contact Email: scott.ballard@dupageco.org
Vendor Name: CDWG

Department Contact: Scott Ballard
Contact Phone: 630-784-4215
Vendor #: 10667

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

Extend contract 2957-0001 SERV through November 30, 2018

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

This contract is for computers, hardware, peripherals, software and licensing for the DuPage Care Center, for the period December 1, 2017 through August 15, 2018, per the National IPA Contract #130733

CDWG has been awarded a contract with the National IPA under agreement 2018011-01. Extending contract through November 30th to make the contract one year.

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.

Various computers, hardware, peripherals, software and licensing are necessary for communication with the public and effectively perform business related functions, for the DuPage Care Center.

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

National IPA Contract #2018011-01

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

1) DuPage Care Center recommends extending this contract through November 30, 2018 for computers, hardware, peripherals, software and licensing for the DuPage Care Center, per National IPA contract #2018011-01.

2) Do not approve and renew contract for computers, hardware, peripherals, software and licensing for the DuPage Care Center, through November 30, 2018, per the National IPA Contract, however, it is necessary for communication with the public and daily related functions for the DuPage Care Center.

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

NO CHANGE IN CONTRACT TOTAL
Required Vendor Ethics Disclosure Statement

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

Company Name: CDW Government LLC
Contact Phone: 1-866-339-7925
Company Contact: Jenn Lagoni & Meagan McKone McKone
Contact Email: jennandmeagan@cdwg.com

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

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

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

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

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

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

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

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

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

[Signature on File]

Printed Name: Matt Flood
Title: Proposals Supervisor
Date: Feb 5, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _______ of _______ (total number of pages)