1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIRMAN'S REPORT - CHAIR HART

5. APPROVAL OF MINUTES

Health & Human Services - Regular Meeting - Tuesday August 7th, 2018

6. COMMUNITY SERVICES - MARY KEATING

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

1. FI-R-0383-18 RESOLUTION -- Acceptance & Appropriation of the Illinois Home Weatherization Assistance Program HHS Grant FY19 Inter-Governmental Agreement No. 18-221028 Company 5000-Accounting Unit 1430 - $776,198.00

2. FI-R-0384-18 RESOLUTION -- Acceptance and Appropriation of the Illinois Home Weatherization Assistance Program DOE Grant FY19 Inter-Governmental Agreement No. 17-402028 Company 5000 - Accounting Unit 1400 $349,912.00

3. HHS-R-0385-18 RESOLUTION -- Recommendation for approval of an Agreement between the County of DuPage and the Veterans Assistance Commission of DuPage County

7. DUPAGE CARE CENTER - JANELLE CHADWICK

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

1. HHS-P-0227-18 Recommendation for the approval of a contract purchase order to Lakeshore Dairy, Inc., for the purchase of fluid dairy, for the DuPage Care Center and Cafe and Cafe's located at the JTK Administration Building and the Judicial Office Facility, for the period September 1, 2018 through August 31, 2019, for a contract total not to exceed $59,926.88, per lowest responsive bid #18-124-GV.
2. FM-P-0228-18 Recommendation for the approval of contract purchase order to Wheaton Sanitary District, for sanitary sewer utility services, for the County campus, for Facilities Management, for the period October 1, 2018 through September 30, 2019, for a total contract not to exceed $464,000.00 (Facilities Management portion is $355,000.00 and the DuPage Care Center's portion is $109,000.00)

3. FM-P-0229-18 Recommendation for the approval of a contract purchase order to the City of Wheaton, for water utility services for the County campus, for Facilities Management, for the period October 1, 2018 through September 30, 2019, for a total contract amount not to exceed $657,000. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) Not suitable for competitive bids – Public Utility (Facilities Management portion is $530,000 and the DuPage Care Center’s portion is $127,000)

B. DuPage Care Center Requests for Parent Committee Final Approval

1. 2018-199 Recommendation for the approval of a contract purchase order to ARxIUM Inc., for maintenance and support for the FastPak Elite medication dispensing machine, for the DuPage Care Center, for the period September 1, 2018 through August 31, 2019, for a total contract amount not to exceed $11,216.70, per 55 ILCS 5/5 - 1022 “Competitive Bids” (c) not suitable for competitive bids - sole source (maintenance/support for medication dispensing machine)

2. Change Order -- Amendment to County Contract 2807-0001 SERV, issued to Pulmonary Exchange LTD. dba PEL/VIP Medical Staffing, for rental of respiratory care equipment, for the DuPage Care Center, for the period October 22, 2017 through October 21, 2018, to increase encumbrance in the amount of $6,500.00, resulting in an amended contract total amount not to exceed $20,660.00, an increase of 45.90%.

8. BUDGET TRANSFERS

A. Budget Transfers -- DuPage Care Center - To transfer funds to allow payments for QS/1 maintenance, clinical updates, price updates and CareVoyant for the Pharmacy Department; new hire physicals for Dining Services and CDM Electrical Engineering Services for domestic water heater replacement project - $32,231.00

B. Budget Transfers -- Community Services - Homeless Management Information System (HMIS) grant - To move grant funds to cover payout of benefit payments and to cover conference expenses that will be paid differently than originally budgeted - $9,996.00

9. TRAVEL REQUESTS - OVERNIGHT - REQUIRE COUNTY BOARD APPROVAL

A. Authorization for Overnight Travel -- Community Services Administrator to attend the Results Oriented Management and Accountability (R.O.M.A.) in-service training to maintain the Community Service Block Grant (CSBG) trainer credentials, in Springfield, Illinois from September 11, 2018 through September 12, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate total of $382.00. CSBG grant funded 5000-1650
B. Authorization for Overnight Travel -- Community Services Director to attend the National Association for County Community and Economic Development (NACCED) Annual Conference and Training in Minneapolis, Minnesota from September 22, 2018 through September 26, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $2,048.00. Community Development Block Grant (CDBG) funded.

C. Authorization for Overnight Travel -- Community Development Administrator to attend the National Association for County Community and Economic Development (NACCED) Annual Conference and Training in Minneapolis, Minnesota from September 22, 2018 through September 26, 2018. Expenses to include registration, transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate total of $2,028.00. Community Development Block Grant (CDBG) funded.

D. Authorization for Overnight Travel -- Community Development Manager to attend the National Association for County Community and Economic Development (NACCED) Annual Conference and Training in Minneapolis, Minnesota from September 22, 2018 through September 26, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $2,028.00. Community Development Block Grant (CDBG) funded.

E. Authorization for Overnight Travel -- Community Development Senior CD Specialist to attend the National Association for County Community and Economic Development (NACCED) Annual Conference and Training in Minneapolis, Minnesota from September 22, 2018 through September 26, 2018. Expenses to include registration, transportation, lodging, and per diem for approximate total of $2,028.00. Community Development Block Grant (CDBG) funded.

F. Authorization for Overnight Travel -- Community Services Manager to attend the Results Oriented Management and Accountability (ROMA) In-Service Training and the Adult Protective Services (APS) Phase II Training in Springfield, Illinois from September 11, 2018 through September 13, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate total of $400.50. CSBG grant funded 5000-1650.

G. Authorization for Overnight Travel -- Community Services Manager to attend the Adult Protective Services (APS) Phase III Training in Springfield, Illinois from October 24, 2018 through October 26, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diem for approximate total of $359.25. CSBG grant funded 5000-1650.

H. Authorization for Overnight Travel -- Community Services Senior Services Information & Referral Coordinator to attend the Adult Protective Services (APS) Phase II Training in Springfield, Illinois from September 12, 2018 through September 13, 2018. Expenses to include lodging and per diem for approximate total of $180.25. Senior Services grant funded 5000-1720.
I. Authorization for Overnight Travel -- Community Services Senior Services Information & Referral Coordinator to attend the Adult Protective Services (APS) Phase III Training in Springfield, Illinois from October 24, 2018 through October 26, 2018. Expenses to include lodging and per diem for approximate total of $350.50. Senior Services grant funded 5000-1720.

10. CONSENT ITEMS

Consent Item -- Extend Weatherproofing Technologies, Inc. through November 30, 2018. (2759-001 SERV)

11. INFORMATIONAL ITEMS

12. RESIDENCY WAIVERS - JANELLE CHADWICK

13. COMMUNITY SERVICES UPDATE - MARY KEATING

14. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

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 10:16 AM.

2. ROLL CALL

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

3. PUBLIC COMMENT

No public comments were received at this meeting.

4. CHAIRMAN'S REPORT - CHAIR HART

5. APPROVAL OF MINUTES

Health & Human Services - Re-Scheduled - Jul 10, 2018 10:15 AM

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

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

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

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

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

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

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.

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

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Elizabeth Chaplin, District 2</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Robert L Larsen, District 6</td>
</tr>
<tr>
<td>AYES:</td>
<td>Chaplin, Hart, Khouri, Larsen, Tornatore</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Grant</td>
</tr>
</tbody>
</table>

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

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%

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Elizabeth Chaplin, District 2</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Robert L Larsen, District 6</td>
</tr>
<tr>
<td>AYES:</td>
<td>Chaplin, Hart, Khouri, Larsen, Tornatore</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Grant</td>
</tr>
</tbody>
</table>

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

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)

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Sam Tornatore, Vice Chair</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Elizabeth Chaplin, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Chaplin, Hart, Khouri, Larsen, Tornatore</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Grant</td>
</tr>
</tbody>
</table>

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

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

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

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

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)

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

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.

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

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

8. BUDGET TRANSFERS
Items 8.A. and 8.B. were combined and approved.

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

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
Items 9.A. through 9.H. were combined and approved.

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

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.

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

11. INFORMATIONAL ITEMS

12. RESIDENCY WAIVERS - JANELLE CHADWICK

Four Out of County Residency Waivers were presented for approval. The committee combined and approved the two residency waivers that were for a parent and child.

A. Out of County Residency Waiver One

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

B. Out of County Residency Waiver Two

RESULT: APPROVED [UNANIMOUS]
MOVER: Elizabeth Chaplin, District 2
SECONDER: Robert L Larsen, District 6
AYES: Chaplin, Hart, Khouri, Larsen, Tornatore
ABSENT: Grant
C. Out of County Residency Waiver Three and Four

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Robert L Larsen, District 6</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Elizabeth Chaplin, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Chaplin, Hart, Khouri, Larsen, Tornatore</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Grant</td>
</tr>
</tbody>
</table>

13. COMMUNITY SERVICES UPDATE - MARY KEATING
Mary Keating, Director of Community Services, referred to Item 6.A.4. on the agenda, the creation of a supervisor position for the Aging Case Coordination Unit. Ms. Keating explained the addition of self-neglect intakes to the Adult Protective Services (APS) unit effective July 1, 2018, resulted in 55 abuse cases and 17 self-neglect cases for July, a 25 percent increase in the monthly caseload. Additionally, the State introduced a new database system and a new registry system for individuals that have abused or neglected a senior or individual with a disability, also effective July 1.

Ms. Keating added the annual Ice Cream Social will be held after the County Board meeting on Tuesday, August 14, from 11:00 a.m. to 1:30 p.m. in the auditorium. The fundraiser benefits the DuPage Social Services Association (DSSA), which assists clients that have small financial needs that can’t get services from other funds.

14. DUPAGE CARE CENTER UPDATE - JANELLE CHADWICK

DuPage Care Center 2019 Budget Request

Janelle Chadwick, Administrator of the DuPage Care Center, presented her 2019 budget projections. In attendance were Ken Jepsen, Anita Rajagopal, and Christine Kliebhan to assist with answering questions.

Discussing the Per Diems, Ms. Chadwick explained the proposed increases, highlighting the challenge to find a case mix balance between the private pay and public pay. Additionally, the insurance providers inconsistent approval of claims and reimbursements are presenting significant challenges, requiring multiple appeals due to denials of claims, which is very labor intensive. The impact is compounded by the state now requiring reimbursement through the Managed Care Organizations (MCO’s), which requires billing through the insurance companies that continuously deny claims.

Contributing to the increase in revenues is the rise in the Medicare per diem due to the acuity of the patients coming in with complex medical issues, the percentage of occupancy for the better payors, and an increase in private pay residents. Discussion arose about the plan to extend dining and/or housekeeping services within the County. Ms. Chadwick responded that
the DuPage Care Center is finalizing an agreement to provide cleaning services to the Health Department.

Ms. Chadwick replied to questions regarding donations from the DuPage Care Center Foundation and Judge Moy. She stated the Foundation has contributed to a couple of staff positions in recreation therapy and specific projects. The Care Center is waiting for the final architectural renderings of improvements to resident rooms. They will then begin seeking donors to match the Judge Moy donation.

Ms. Chadwick explained the State reimbursement, based on the Minimum Data Set (MDS) Reimbursement Model and driven by therapy minutes, is an extremely time-consuming process performed on each client. The complex process converts the data into a Resource Utilization Group (RUG), all based on therapy. The State just announced that this will be changed to a patient driven payment model (PDPM), which will put more emphasis on the total patient model versus the individual ailment being treated. Symbria, the therapy contractor, produced a comparison model between RUG and PDPM which shows that the conversion to the new process should increase our reimbursement.

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

DuPage Care Center - Budget Presentation

15. OLD BUSINESS

16. NEW BUSINESS

17. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:55 AM.
Resolution
FI-R-0383-18

ACCEPTANCE AND APPROPRIATION OF
THE ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM HHS GRANT FY19
INTER-GOVERNMENTAL AGREEMENT NO. 18-221028
COMPANY 5000 - ACCOUNTING UNIT 1430
$776,198

(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 $776,198 (SEVEN HUNDRED SEVENTY-SIX THOUSAND, ONE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 18-221028 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 June 1, 2018 through September 30, 2019; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 18-221028 (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 $776,198 (SEVEN HUNDRED SEVENTY-SIX THOUSAND, ONE HUNDRED NINETY-EIGHT AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program HHS Grant FY19, Company 5000 - Accounting Unit 1430, for period June 1, 2018 through September 30, 2019; and

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

Full Time
50000 (1) Weatherization Program Assessor Grade 210 $42,587 - $70,979
Resolution
FI-R-0383-18

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 28th day of August, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
### Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41000-0002 – Federal Operating Grant – HHS</td>
<td>$776,198</td>
</tr>
</tbody>
</table>

**TOTAL ANTICIPATED REVENUE** $776,198

### Expenditures

#### Personnel

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>50000 Regular Salaries</td>
<td>$153,930</td>
</tr>
<tr>
<td>50010 Overtime</td>
<td>2,883</td>
</tr>
<tr>
<td>51000 Benefit Payments</td>
<td>552</td>
</tr>
<tr>
<td>51010 Employer Share I.M.R.F.</td>
<td>19,115</td>
</tr>
<tr>
<td>51030 Employer Share Social Security</td>
<td>12,085</td>
</tr>
<tr>
<td>51040 Employee Med &amp; Hosp Insurance</td>
<td>20,275</td>
</tr>
<tr>
<td>51050 Flexible Benefit Earnings</td>
<td>609</td>
</tr>
</tbody>
</table>

**TOTAL PERSONNEL** $209,449

#### Commodities

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>52000 Furn/Mach/Equip Small Value</td>
<td>$827</td>
</tr>
<tr>
<td>52100 I.T. Equipment Small Value</td>
<td>1,931</td>
</tr>
<tr>
<td>52200 Operating Supplies &amp; Materials</td>
<td>2,075</td>
</tr>
<tr>
<td>52220 Wearing Apparel</td>
<td>331</td>
</tr>
<tr>
<td>52260 Fuel &amp; Lubricants</td>
<td>1,675</td>
</tr>
</tbody>
</table>

**TOTAL COMMODITIES** $6,839

#### Contractual

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>53010 Engineering/Architectural Svc</td>
<td>$9,929</td>
</tr>
<tr>
<td>53090 Other Professional Services</td>
<td>540,464</td>
</tr>
<tr>
<td>53100 Auto Liability Insurance</td>
<td>827</td>
</tr>
<tr>
<td>53260 Wireless Communication Svc</td>
<td>1,820</td>
</tr>
<tr>
<td>53370 Repair &amp; Mtce Other Equipment</td>
<td>1,655</td>
</tr>
<tr>
<td>53380 Repair &amp; Mtce Auto Equipment</td>
<td>1,655</td>
</tr>
<tr>
<td>53410 Rental of Machinery &amp; Equipment</td>
<td>918</td>
</tr>
<tr>
<td>53500 Mileage Expense</td>
<td>455</td>
</tr>
<tr>
<td>53600 Dues &amp; Memberships</td>
<td>489</td>
</tr>
<tr>
<td>53800 Printing</td>
<td>1,377</td>
</tr>
<tr>
<td>53804 Postage &amp; Postal Charges</td>
<td>229</td>
</tr>
<tr>
<td>53830 Other Contractual Expense</td>
<td>92</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTUAL** $559,910

**TOTAL ADDITIONAL APPROPRIATION** $776,198
The Illinois Department of Commerce and Economic Opportunity (Grantor) with its principal office at 500 E Monroe St, Springfield, IL 62701, and DuPage County (Grantee), with its principal office at 421 North County Farm Road, Wheaton, IL 60187-3978, and payment address (if different than principal office) at N/A, hereby enter into this inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

PART ONE – THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

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

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

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 $776,198.00 of which $776,198.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is G-1802ILLIEA, the Federal awarding agency is Department Of Health And Human Services, and the Federal Award...
date is **10/01/2017**. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is **Low-Income Home Energy Assistance** and Number is **93.568**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087. The State Award Identification Number is 879255.

1.4. **Term.** This Agreement shall be effective on **06/01/2018** and shall expire on **09/30/2019**, unless terminated pursuant to this Agreement.

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

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By: __________________________
Signature of Sean McCarthy, Director

By: __________________________
Signature of Designee

Date: __________________________

Printed Name: __________________________
Printed Title: __________________________

**DUPAGE COUNTY**

By: __________________________
Signature of Authorized Representative

Date: __________________________

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

By: __________________________
Signature of First Other Approver, if Applicable

Date: __________________________

Printed Name: __________________________
Printed Title: __________________________

By: __________________________
Signature of Second Other Approver, if Applicable

Date: __________________________

Printed Name: __________________________
Printed Title: __________________________

Second Other Approver
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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


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

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV
PAYMENT

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

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

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

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

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

4.6. Interest.

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

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

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 7 of 47
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
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.
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)(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee’s actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

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

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

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

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

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

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

**ARTICLE VIII**

**REQUIRED CERTIFICATIONS**

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

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

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

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

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

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

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

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of State of Illinois.
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

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 12 of 47
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(1) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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

ARTICLE XII

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 14 of 47

Packet Pg. 30
Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

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

**ARTICLE XIII**

**FINANCIAL REPORTING REQUIREMENTS**

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

13.2. **Close-out Reports.**

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

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

13.3. **Consolidated Year-End Financial Reports.**

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

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

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

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

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

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

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

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

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

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

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

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


ARTICLE XV
AUDIT REQUIREMENTS

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

15.2. Audit Requirements.

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

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

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

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

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

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

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 17 of 47
Packet Pg. 33
above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018 Page 18 of 47
processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

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

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

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

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

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

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

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

**ARTICLE XVII**

**SUBCONTRACTS/SUB-GRANTS**

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

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

**ARTICLE XVIII**

**NOTICE OF CHANGE**

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

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

18.3. **Notice of Impact.** Grantee shall immediately notify Grantor of any event that may have a material impact.
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 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.
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

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 Program Objective below.

The purpose of this authority is as follows:

To provide grants for weatherization services under a comprehensive low income energy assistance program.

PROJECT DESCRIPTION:

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

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

Program Objective

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy as prescribed in Exhibits A and B. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A). Accordingly, Grantor shall distribute/pay the total amount of the Grant Funds to the Grantee in compliance with the Budget (Attachment A). The Grantee agrees to perform the activities of this Agreement as outlined in Exhibits A and B in accordance with the Energy Assistance Act (305 ILCS 20), the Illinois Administrative Rules (47 Ill Adm. Code 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 et seq.) and the corresponding Weatherization requirements included in the LIHEAP State Plan approved by HHS.

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

DEEDERABLES OR MILESTONES

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

1. Conducting outreach to recruit eligible clients;
2. Reviewing and completing applications;
3. Performing home assessments;
4. Hiring contractors to perform health and safety & energy conservation measures;
5. Performing final inspections to ensure compliance with weatherization requirements/standards and closing weatherization jobs; and
6. Completing all billing/reporting paperwork.
Grantee shall receive $776,198.00 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.

GRANTOR CONTACT

Name: Sally Agnew
Title: Grant Manager
Address: 500 E Monroe St
Springfield, IL 62701
Phone: 217-558-2881
TTY#: (800) 785-6055
Fax#: N/A
Email Address: Sally.Agnew@illinois.gov

GRANTEE CONTACT

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

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

Authorized Designee: __________________________
Authorized Designee Title: ________________________________
Authorized Designee Phone: __________________________
Authorized Designee Email: __________________________

Authorized Designee Signature: __________________________
Authorized Signatory Approval: __________________________

Authorized Designee: __________________________
Authorized Designee Title: ________________________________
Authorized Designee Phone: __________________________
Authorized Designee Email: __________________________

Authorized Designee Signature: __________________________
Authorized Signatory Approval: __________________________
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.
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:

exernalauditunit@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

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 33 of 47
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:
(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

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

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

33.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq. (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA shall apply to these proceedings. The Parties agree that Grantor’s Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) 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
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 40 of 47

Packet Pg. 56
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.

**July 2018**

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

**October 2018**

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

**January 2019**

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

**April 2019**

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

**July 2019**

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

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 42 of 47
• Quarterly Periodic Performance Report (07/30/2019) - Covering Period of 04/01/2019 - 06/30/2019; Send To: Grant Manager

October 2019

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

December 2019

• End of grant Closeout Financial Report (12/02/2019) - Covering Period of 06/01/2018 - 09/30/2019; Send To: Grant Manager

• End of grant Closeout Performance Report (12/02/2019) - Covering Period of 06/01/2018 - 09/30/2019; Send To: Grant Manager

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

ARTICLE XL
GRANT-SPECIFIC TERMS/CONDITIONS

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

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


Administrative Costs
Pursuant to Article VII, Grantee shall receive reimbursement for Allowable Costs under the Administration and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for Administration and Program Support funds respectively.

Under no condition is Grantee permitted to allocate funds for the Equipment/Vehicle cost category without prior written approval from Grantor.

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

Additional Reporting Requirements

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

A. A certified cost report submitted via the GRS Fiscal electronic reporting system prior to submitting a request for Grant Funds.

B. Programmatic reports as required by Grantor.

Method of Compensation

In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the Program under this Agreement in accordance with the financial management standards set forth in Paragraph 7.8.

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

Additional Audit Requirements

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

**Non-Expendable Personal Property**

**Grantee must not purchase non-expendable personal property, including but not limited to, federally-owned and exempt property, equipment and supplies (collectively referred to as “Non-Expendable Personal Property”) costing $5,000 or more without Grantor’s prior approval.**

In addition to Article XXII, the Grantee agrees to comply with the applicable property standards set forth in 45 C.F.R. §§75.316–75.323, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWP 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 IHWP 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 IHWP 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 or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided that 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 C.F.R. 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 sub-contractors are in “good standing” prior to engaging their services under this Agreement and must certify such “good standing” status at least annually thereafter.

Bond and Depository Insurance Requirements

Pursuant to 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 provided under this Agreement for the purchase or improvement of land or the purchase, construction, or permanent improvement (other than low cost residential weatherization or other energy-related repairs as authorized by Grantor) of any building, facility or other real property.

Additional Budget Modifications

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

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

In accordance with Article VI, Grantee shall obtain prior approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 45 C.F.R. §75.308, subject to the following:
• **Client Assistance (Materials/Labor and Health and Safety) and Special Program Grant Funds:** Pursuant to Paragraph 6.4, Grantor hereby approves a variance up to 25% for the Materials/Labor and Health and Safety sub-line items in the Client Assistance cost category and, if applicable, Special Program cost category of the Budget under this Award. In no event may such transfers in these specific cost categories result in an increase to the total Budget without prior Grantor written approval.

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

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

**Fraud, Abuse or Misconduct**

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

## UNIFORM GRANT BUDGET TEMPLATE

### Section A: State of Illinois Funds

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Summary</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Illinois Grant Amount Requested</td>
<td>$776,198.00</td>
<td></td>
</tr>
</tbody>
</table>

### Budget Expenditure Categories

1. Personnel (200.430) $123,894.00
   - 0101 PERSONNEL SALARIES AND WAGES $123,894.00
2. Fringe Benefits (200.431) $43,131.00
   - 0102 FRINGE BENEFITS $43,131.00
3. Travel (200.474)
4. Equipment (200.439) $4,245.00
   - 0105 SUPPLIES (PC'S AND LAPTOPS) $4,245.00
5. Supplies (200.94)
6. Contractual/Subawards (200.318 and .92) $9,929.00
   - 0106 CONTRACTUAL AND SUBAWARDS $9,929.00
7. Consultant (200.459)
8. Construction
9. Occupancy (200.465)
10. Research and Development (200.87)
11. Telecommunications $1,820.00
   - 0111 TELECOMMUNICATIONS $1,820.00
12. Training and Education (200.472)
13. Direct Administrative Costs (200.413) $46,572.00
   - 0301 DIRECT ADMINISTRATIVE COSTS $46,572.00
14. Miscellaneous Costs $6,143.00
   - 0114 MISCELLANEOUS $6,143.00
15. Grant Exclusive Line Item(s) $540,464.00
   - 0201 MATERIAL AND LABOR $459,394.00
   - 0202 HEALTH AND SAFETY $81,070.00
16. Total Direct Costs (add lines 1-15) $776,198.00
17. Total Indirect Costs (200.414)
   - Rate: 
   - Base: 
18. Total Costs State Grant Funds (Lines 16 and 17) $776,198.00
SECTION A - Continued - Indirect Cost Rate Information

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

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

a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) □ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

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

2b) □ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) □ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.

4) □ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
   □ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
   □ complies with other statutory policies. Rate: ________%

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>
</table>

<table>
<thead>
<tr>
<th>Indirect Cost Rate:</th>
<th></th>
<th>The Distribution Base Is:</th>
</tr>
</thead>
</table>
Grantee: DuPage County  NOFO Number: 0
Grant Number: 18-221028

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.
Resolution

FI-R-0384-18

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM DOE GRANT FY19
INTER-GOVERNMENTAL AGREEMENT NO. 17-402028
COMPANY 5000 - ACCOUNTING UNIT 1400
$349,912

(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 $349,912 (THREE HUNDRED FORTY-NINE THOUSAND, NINE HUNDRED TWELVE AND NO/100 DOLLARS) are available to be used to assist in the weatherization of homes of low-income DuPage County residents; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 17-402028 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 funding does not add any additional subsidy from the County; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Inter-Governmental Agreement No. 17-402028 (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 $349,912 (THREE HUNDRED FORTY-NINE THOUSAND, NINE HUNDRED TWELVE AND NO/100 DOLLARS) be made to establish the Illinois Home Weatherization Assistance Program DOE Grant FY19, Company 5000 - Accounting Unit 1400, for 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 28th 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
ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM DOE GRANT FY19
INTER-GOVERNMENTAL AGREEMENT NO. 17-402028
COMPANY 5000 – ACCOUNTING UNIT 1400

### REVENUE

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41000-0009</td>
<td>Federal Operating Grant – DOE</td>
<td>$349,912</td>
</tr>
</tbody>
</table>

**TOTAL ANTICIPATED REVENUE**: $349,912

### EXPENDITURES

#### PERSONNEL

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>50000</td>
<td>Regular Salaries</td>
<td>$85,937</td>
</tr>
<tr>
<td>50010</td>
<td>Overtime</td>
<td>1,110</td>
</tr>
<tr>
<td>51000</td>
<td>Benefit Payments</td>
<td>212</td>
</tr>
<tr>
<td>51010</td>
<td>Employer Share I.M.R.F.</td>
<td>10,587</td>
</tr>
<tr>
<td>51030</td>
<td>Employer Share Social Security</td>
<td>6,694</td>
</tr>
<tr>
<td>51040</td>
<td>Employee Med &amp; Hosp Insurance</td>
<td>8,666</td>
</tr>
<tr>
<td>51050</td>
<td>Flexible Benefit Earnings</td>
<td>235</td>
</tr>
</tbody>
</table>

**TOTAL PERSONNEL**: $113,441

#### COMMODITIES

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>52000</td>
<td>Furn/Mach/Equip Small Value</td>
<td>$319</td>
</tr>
<tr>
<td>52100</td>
<td>I.T. Equipment Small Value</td>
<td>743</td>
</tr>
<tr>
<td>52200</td>
<td>Operating Supplies &amp; Materials</td>
<td>1,123</td>
</tr>
<tr>
<td>52220</td>
<td>Wearing Apparel</td>
<td>127</td>
</tr>
<tr>
<td>52260</td>
<td>Fuel &amp; Lubricants</td>
<td>645</td>
</tr>
</tbody>
</table>

**TOTAL COMMODITIES**: $2,957

#### CONTRACTUAL

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>53010</td>
<td>Engineering/Architectural Svc</td>
<td>$3,823</td>
</tr>
<tr>
<td>53090</td>
<td>Other Professional Services</td>
<td>208,075</td>
</tr>
<tr>
<td>53100</td>
<td>Auto Liability Insurance</td>
<td>319</td>
</tr>
<tr>
<td>53260</td>
<td>Wireless Communication Svc</td>
<td>701</td>
</tr>
<tr>
<td>53370</td>
<td>Repair &amp; Mtce Other Equipment</td>
<td>637</td>
</tr>
<tr>
<td>53380</td>
<td>Repair &amp; Mtce Auto Equipment</td>
<td>637</td>
</tr>
<tr>
<td>53410</td>
<td>Rental of Machinery &amp; Equipment</td>
<td>690</td>
</tr>
<tr>
<td>53500</td>
<td>Mileage Expense</td>
<td>3,790</td>
</tr>
<tr>
<td>53510</td>
<td>Travel Expense</td>
<td>10,000</td>
</tr>
<tr>
<td>53600</td>
<td>Dues &amp; Memberships</td>
<td>367</td>
</tr>
<tr>
<td>53610</td>
<td>Instruction and Schooling</td>
<td>3,200</td>
</tr>
<tr>
<td>53800</td>
<td>Printing</td>
<td>1,034</td>
</tr>
<tr>
<td>53804</td>
<td>Postage &amp; Postal Charges</td>
<td>172</td>
</tr>
<tr>
<td>53830</td>
<td>Other Contractual Expense</td>
<td>69</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTUAL**: $233,514

**TOTAL ADDITIONAL APPROPRIATION**: $349,912
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):

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Individual</td>
<td>Pharmacy-Non Corporate</td>
</tr>
<tr>
<td></td>
<td>Sole Proprietorship</td>
<td>Pharmacy/Funeral Home/Cemetery Corp.</td>
</tr>
<tr>
<td></td>
<td>Partnership</td>
<td>Tax Exempt</td>
</tr>
<tr>
<td></td>
<td>Corporation (includes Not For Profit)</td>
<td>Limited Liability Company (select applicable tax classification)</td>
</tr>
<tr>
<td>X</td>
<td>Governmental Unit</td>
<td>P = partnership</td>
</tr>
<tr>
<td></td>
<td>Estate or Trust</td>
<td>C = corporation</td>
</tr>
</tbody>
</table>

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 $349,912.00 of which $349,912.00 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 DE-EE0007917, the Federal awarding agency is Department Of Energy, and the Federal Award date is 07/01/2017. If

State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018

Page 1 of 48

Packet Pg. 71
applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is **Weatherization Assistance for Low-Income Persons** and Number is **81.042**. The Catalog of State Financial Assistance (CSFA) Number is 420-70-0087. The State Award Identification Number is 87-9293.

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.

**IILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

By: __________________________
Signature of Sean McCarthy, Director

By: __________________________
Signature of Designee

Date: __________________________

Printed Name: __________________________

Printed Title: __________________________ Designee

**DUPAGE COUNTY**

By: __________________________
Signature of Authorized Representative

Date: 8/15/18

Printed Name: Mary A Keating

Printed Title: Executive Director

Email: Mary.Keating@dupageco.org

By: __________________________
Signature of First Other Approver, if Applicable

Date: __________________________

Printed Name: __________________________

Printed Title: __________________________ Other Approver

By: __________________________
Signature of Second Other Approver, if Applicable

Date: __________________________

Printed Name: __________________________

Printed Title: __________________________ Second Other Approver

______________________________

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 3 of 48
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

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018

Page 7 of 48
under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; See also 30 ILCS 705/10.

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

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

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, 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. 6.A.2.b

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 by Grantee, must be supported by appropriate documentation to demonstrate allowable costs.

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 8 of 48
Packet Pg. 78
subscribed 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. State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 9 of 48
Rate, up to any statutory, rule-based or programmatic limit.

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

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

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

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

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

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

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

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

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

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

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
(d) Budget Control. Records of expenditures must be maintained for each Award by the
cost categories of the approved Budget (including indirect costs that are charged to the Award), and
actual expenditures are to be compared with Budgeted amounts at least quarterly.

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

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

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

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

ARTICLE VIII
REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

(g) Pro-Children Act. Grantee certifies that it is in compliance with the Pro-Children Act of
State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 11 of 48
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

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
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

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 15 of 48
(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

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

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

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

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

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

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

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

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

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


ARTICLE XV
AUDIT REQUIREMENTS

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

15.2. Audit Requirements.

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

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

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

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

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

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

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 17 of 48
above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018 Page 18 of 48
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.
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**

State of Illinois

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018

Page 21 of 48
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 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.
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

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

AUTHORITY: The Department is authorized to make this Grant pursuant to statutes cited in the Program Objective below.

The purpose of this authority is as follows:

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

PROJECT DESCRIPTION:

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

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

Program Objective

Grantee must use Grant Funds provided under this Agreement for the IHWAP to develop and implement a weatherization program to assist low-income Illinois residents conserve fuel and defray rising costs of energy in accordance with the DOE WAP State Plan as prescribed in Exhibits A and B. For carrying out such program objectives, the total compensation and reimbursement payable by Grantor to the Grantee shall not exceed the amount specified in the Budget (Attachment A). Accordingly, Grantor shall distribute/pay the total amount of the Grant Funds to the Grantee in compliance with the Budget (Attachment A). The Grantee agrees to perform the activities of this Agreement as outlined in Exhibits A and B in accordance with the Energy Assistance Act (305 ILCS 20), the Illinois Administrative Rules (47 Ill Adm. Code 100), the Weatherization Assistance Program for Low-Income Persons (42 USCA § 6861 et seq.) and the corresponding Department of Energy federal regulations (10 CFR 440).

This Agreement is issued contingent upon the Grantee’s successful completion of the 2018 IHWAP. Failure of the Grantee to comply with the terms and conditions of the 2018 IHWAP grant agreement may result in termination of this Agreement.
EXHIBIT B

DELIVERABLES OR MILESTONES

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

1. Conducting outreach to recruit eligible clients;

2. Reviewing and completing applications;

3. Performing home assessments;

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

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

6. Completing all billing/reporting paperwork.
EXHIBIT C

PAYMENT

Grantee shall receive $349,912.00 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.

GRANTOR CONTACT

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

GRANTEE CONTACT

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

Additional Information:

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

Authorized Designee: Jennifer Novak Chan  
Authorized Designee Title: Community Development Administrator  
Authorized Designee Phone: 630-407-6459  
Authorized Designee Email: Jennifer.Chan@dupageco.org

Authorized Designee Signature:  
Authorized Signatory Approval:  

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

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

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

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

PERFORMANCE MEASURES

See Exhibits A & B.
EXHIBIT F

PERFORMANCE STANDARDS

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

SPECIFIC CONDITIONS

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

See Attachment B. Exhibit G Continued.
PART TWO – THE GRANTOR-SPECIFIC TERMS

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

ARTICLE XXVII
AUTHORIZED SIGNATORY

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

ARTICLE XXVIII
ADDITIONAL AUDIT PROVISIONS

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

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

externalauditunit@illinois.gov

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

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

ARTICLE XXIX
ADDITIONAL MONITORING PROVISIONS

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

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

INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 33 of 48
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:
Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement;

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

(c) Direct the Grantee to transfer ownership of equipment or materials purchased with Grant Funds provided under this Agreement to the Grantor or its designee.

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

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

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

ARTICLE XXXIV
ADDITIONAL MODIFICATION PROVISIONS

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

34.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in Articles V and VI and paragraphs 34.1 and 34.3, written notice of the proposed modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Grantor shall consider those objections when evaluating whether to follow through with the proposed modification. The Grantor’s notice to the Grantee shall contain the Grantee name, Grant number, modification number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee shall submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and E).
34.3. **Unilateral Modifications.** The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee’s funding allocation as additional funds become available for the Award during the program year covered by the term of this Agreement.

34.4. **Management Waiver.** The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific grant terms that the Grantor determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.

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

**ARTICLE XXXV**

**ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

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

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

**ARTICLE XXXVI**

**ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

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

**ARTICLE XXXVII**

**APPLICABLE STATUTES**

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

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

37.2. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds shall be paid to
any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land,
which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless
an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and
defining such interest therein.

37.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds
under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a
historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a
historic property, structure or structures, which will result in the change in the character or use of any historic
property, except as approved by the Illinois Historic Preservation Agency. The Grantee shall not expend Grant
Funds under this Agreement for any project, activity, or program that can result in changes in the character or use
of historic property, if any historic property is located in the area of potential effects without the approval of the
Illinois Historic Preservation Agency. 20 ILCS 3420/3(f).

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

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

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

37.7. Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS
575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the
Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices
of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the
Grant Activities to be performed under this Agreement.
37.8. Identity Protection Act (5 ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

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

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

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

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

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

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

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

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

ARTICLE XXXVIII
ADDITIONAL MISCELLANEOUS PROVISIONS

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

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

ARTICLE XXXIX
ADDITIONAL REQUIRED CERTIFICATIONS

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

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

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

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

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT FISCAL YEAR 2019 / 02 27 2018
Page 40 of 48
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 DELIVERABLES 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 Illinois Home Weatherization Assistance Program (“IHWAP”). Failure of the Grantee to comply with the terms and conditions of the 2018 IHWAP Grant Agreement may result in termination of this Agreement.

Federal Grant Requirements
In addition to Paragraph 7.9, this Award is subject to 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 and to the extent applicable, any references in this Agreement to any of the OMB Circulars are subject to the Uniform Requirements referenced herein.


Administrative Costs
Pursuant to Article VII, Grantee shall receive reimbursement for Allowable Costs under the Administration and Program Support cost budget categories at a ratio of allowable expenditure to amounts budgeted no higher than the ratio of total allowable client benefit expenditures to the total amounts budgeted in the Client Assistance cost budget categories. As an example, a grantee which expends 75% of the total budgeted Client Assistance funds will only be allowed to spend 75% of the amount budgeted for Administration and Program Support funds respectively.

Under no condition is Grantee permitted to allocate funds for the Equipment/Vehicle cost category without prior written approval from Grantor.

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

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

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

Method of Compensation
In addition to the payment methods described in Article IV, the Grant Funds will be distributed in accordance with the invoice-voucher procedures of the Office of the State Comptroller. The first payment of Grant Funds will be for program initiation and will be based on the Grantee’s reported obligation for the program’s immediate cash needs. Thereafter, the Grant Funds will be distributed for the dual purpose of covering the allowable expenditures to date, as well as, the immediate cash needs of the Grantee to operate the Program under this Agreement in accordance with the financial management standards set forth in Paragraph 7.8.

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

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

Non-Expendable Personal Property
Grantee must not purchase non-expendable personal property, including but not limited to, federally-owned and exempt property, equipment and supplies (collectively referred to as “Non-Expendable Personal Property”) costing $5,000 or more without Grantor’s prior approval.

In addition to Article XXII, the Grantee agrees to comply with the applicable property standards set forth in 2 C.F.R. §§200.316–200.323, as specifically related to its organization, in the management of Non-Expendable Personal Property for authorized IHWAP purposes under this Award. Specifically, as set forth under in 2 C.F.R. §§200.319 – 200.321, 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 in 2 C.F.R. §§200.320–200.321, Non-expendable Personal Property must be used for IHWAP purposes, as required under this Agreement, for as long as needed. While being used on the Program under this Award, Non-Expendable Personal Property may be made available for “shared use” with other activities, provided that such use will not interfere with its primary use for the original
purposes of IHWAP prescribed under this Award. When no longer needed for the Program, equipment may be used for other projects subject to Grantor’s written approval.

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

Procurement
Grantee shall follow the procurement standards as established in 2 CFR §200.317 - §200.326.

Travel Costs
Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the non-Federal entity performing duties/services related to this Agreement in accordance with 2 C.F.R. 200.474. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity’s written travel reimbursement policies. Notwithstanding the provisions of 2 C.F.R. 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

Grantee must retain receipts on file as source documentation in accordance with Paragraph 7.8(b) for travel expenses of its employees. Information on the Federal domestic travel and per diem rates can be found at www.gsa.gov and 41 C.F.R. Subtitle F Chapter 300-304. If the Grantee has a travel policy with a rate or rates that exceed the Federal domestic travel and per diem rates, the Grantee must submit its policy to Grantor for review and approval prior to incurring any travel costs.

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

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

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

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

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

**Additional Budget Modifications**

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

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

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

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

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

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

**Fraud and/or Abuse**

Grantee shall report in writing to the State’s Office of Executive Inspector General (“OEIG”) any suspected fraud, abuse or misconduct associated with any IHAP 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.

**Historic Preservation**

In furtherance to Paragraph 37.3, prior to the expenditure of Federal funds to alter any structure or site, Grantee is required to comply with the requirements of Sec. 106 of the National Historic Preservation Act ("NHPA"), consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA. Sec. 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Sec. 106, the Grantee must contact the State Historic Preservation Officer ("SHPO"), and, if applicable, the Tribal Historic Preservation Officer ("THPO"), to coordinate the Sec. 106 review outlined in 36 CFR Part 800. For additional information please see the following links: [http://www.ncshpo.org/shpodirectory.shtml](http://www.ncshpo.org/shpodirectory.shtml) and [http://www.nathpo.org/map.html](http://www.nathpo.org/map.html).

Sec. 110(k) of the NHPA applies to DOE funded activities. Grantee shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Sec. 106.

Grantee should be aware that the DOE Contracting Officer will consider Grantee in compliance with Sec. 106 of the NHPA only after the Grantee has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Grantee that it does not object to its Sec. 106 finding or determination. Grantee shall provide a copy of this concurrence to the DOE Contracting Officer.

**Quality Work Plan Requirement**

The Grantee must comply with the requirements outlined in DOE Weatherization Program Notice 15-4 regarding Quality Work Plan Requirement Update. Grantee must provide contractors and employees with technical requirements for field work including: audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The Grantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in sub-contracts. Contractors hired by the Grantee must have agreements that include the same technical requirements referenced above. The work of the contractor must be consistent with the Grantee standards and field guides. The goal is to ensure:

- The Grantee is implementing work quality standards that align with the Standard Work Specifications.
- All Grantees’ staff, contractors, and anyone doing the actual work are aware of these Standard Work Specifications.
- Every home is inspected to ensure compliance with the requirements of the Standard Work Specifications.

**Quality Control Inspector Requirement**

Quality Control Inspectors (QCI) working for, or contracted by, the Grantee must possess the knowledge, skills and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis (JTA) for Quality Control Inspectors. This applies to all individuals who perform an evaluation and sign off on work performed in homes, including final inspectors.

**Single Family:**

- QCI competency is demonstrated by certification as a Home Energy Professional Quality Control Inspector.
- QCIs can be employed by third party organizations or the Grantee; however, the Grantee is ultimately responsible for ensuring that every completed unit reported as using DOE funds meets the quality guidelines required by DOE.
• The Grantee must provide, upon request validation of the QCI credentials for their inspectors.

Multifamily:
• Grantee Training Plans must include requirements to ensure that QCIs working in multifamily buildings attend, and receive a successful evaluation from a training program delivering a curriculum based on the NREL Multifamily Quality Control Inspector JTA.

Quality Control Inspection:
Every DOE WAP unit reported as a “completed unit” must receive a final inspection ensuring that all work meets the minimum specifications outlined in the Standard Work Specifications in accordance with 10 CFR 440.
• Units must be inspected using criteria that align with the quality specifications outlined in Section 1 of Weatherization Program Notice 15-4.
• Every client file must have a form that certifies that the unit had a final inspection and that all work met the required Standard Work Specifications. The form must be signed by a certified QCI. If a unit has received both a final inspection and has also been monitored by Grantor, two certification forms will be available in the client or building file - one for each inspection.
• The Quality Control Inspection must include an assessment of the original audit and confirm that the measures called for on the work order were appropriate and in accordance with Grantor audit procedures and protocols approved by DOE.

Flow Down Requirement
Grantee must be in compliance with all the DOE special terms and conditions included in Attachment C, the NEPA Determinations set forth in Attachment D and the Intellectual Property provisions set forth below, as applicable. Grantee must also ensure that all staff and sub-contractors, as appropriate, are duly in compliance with the applicable special terms and conditions included in Attachment C and the Intellectual Property provisions set forth below. Further, the Grantee must apply any additional applicable terms required under 10 C.F.R. § 600.148, 10 C.F.R. § 600.236(i) and 10 C.F.R. § 600.331(c).

Intellectual property rights are subject to 2 CFR 200.315 or 910.362.
Attachment A. Budget
### Section A: State of Illinois Funds

#### Revenues
- State of Illinois Grant Amount Requested: $349,912.00

#### 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>$47,707.00</td>
<td>$47,707.00</td>
</tr>
<tr>
<td>2. Fringe Benefits (200.431)</td>
<td>$16,608.00</td>
<td>$16,608.00</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>$1,622.00</td>
<td>$1,622.00</td>
</tr>
<tr>
<td>6. Contractual/Subawards (200.318 and .92)</td>
<td>$3,823.00</td>
<td>$3,823.00</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>$701.00</td>
<td>$701.00</td>
</tr>
<tr>
<td>12. Training and Education (200.472)</td>
<td>$34,020.00</td>
<td>$34,020.00</td>
</tr>
<tr>
<td>13. Direct Administrative Costs (200.413)</td>
<td>$34,991.00</td>
<td>$34,991.00</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td>$2,365.00</td>
<td>$2,365.00</td>
</tr>
<tr>
<td>15. Grant Exclusive Line Item(s)</td>
<td>$208,075.00</td>
<td>$176,864.00, $31,211.00</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>$349,912.00</td>
<td>$349,912.00</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>$349,912.00</td>
<td>$349,912.00</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 your State Cognizant Agency on an annual basis;

b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or

c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

1) [ ] Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.

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

2b) [ ] Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.

3) [ ] Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 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.

Rate: [ ]%

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.)

Period Covered By NICRA: From: [ ] To: [ ] Approving Federal or State Agency: [ ]

Indirect Cost Rate: [ ]% The Distribution Base Is: [ ]
6.A.2.b

Grantee: DuPage County

NOFO Number: 0
Grant Number: 17-402028

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: DuPage County

Signature: ________________________________________  Signature: ____________________________

Printed Name: _____________________________________  Printed Name: ____________________________

Title: _____________________________________________  Title: ____________________________

Phone: ____________________________________________  Phone: 630-407-6457

Date: _____________________________________________  Date: 8/5/18

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.
<table>
<thead>
<tr>
<th>DCEO Approval</th>
<th>STATE OF ILLINOIS</th>
<th>AGENCY: Commerce &amp; Economic Opportunity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name: DuPage County</td>
<td>CSFA Description: Weatherization Assistance for Low Income Persons—DOE</td>
<td></td>
</tr>
<tr>
<td>CSFA # 420-70-0087</td>
<td>DUNS #135836026</td>
<td>Fiscal Year: 2019</td>
</tr>
<tr>
<td>Grant Number: 17-402028</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Final Budget Amount Approved</th>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$349,912.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Revision Approved</th>
<th>Program Approval Signature</th>
<th>Date</th>
<th>Fiscal &amp; Administrative Approval Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

§200.308 Revision of budget and program plans

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

Attachment: Wex Doe Attachment II Agreement-R (FI-R-0384-18 : Appropriation of the IHWAP DOE Grant FY19 17-402028)
Attachment B. Exhibit G Continued -- Conditions
## 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.
<table>
<thead>
<tr>
<th><strong>SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - PROGRAMMATIC</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The nature of the additional requirements</strong></td>
</tr>
<tr>
<td><em>Agency Adjustments / Explanation:</em> NO PROGRAMMATIC CONDITIONS</td>
</tr>
<tr>
<td><strong>The reason why the additional requirements are being imposed</strong></td>
</tr>
<tr>
<td><em>Agency Adjustments / Explanation:</em></td>
</tr>
<tr>
<td><strong>The nature of the action needed to remove the additional requirement, if applicable</strong></td>
</tr>
<tr>
<td><em>Agency Adjustments / Explanation:</em></td>
</tr>
<tr>
<td><strong>The time allowed for completing the actions, if applicable</strong></td>
</tr>
<tr>
<td><em>Agency Adjustments / Explanation:</em></td>
</tr>
<tr>
<td><strong>The method for requesting reconsideration of the additional requirements imposed</strong></td>
</tr>
</tbody>
</table>
| *Agency Explanation:* Your assigned OCA Weatherization Monitor will review your PRAQ responses and any associated risks during the next Weatherization program monitoring visit. No further action required at this time.
Special Terms and Conditions

Illinois Department of Commerce and Economic Opportunity ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy ("EERE"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives stated in this Award.

This Award consists of the following documents including all terms and conditions therein:

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistance Agreement Form</td>
<td>Special Terms and Conditions</td>
</tr>
<tr>
<td>Attachment 1</td>
<td>Intellectual Property Provisions</td>
</tr>
<tr>
<td>Attachment 2</td>
<td>Federal Assistance Reporting Checklist and Instructions</td>
</tr>
<tr>
<td>Attachment 3</td>
<td>Budget Information SF-424A</td>
</tr>
<tr>
<td>Attachment 4</td>
<td>Annual File</td>
</tr>
<tr>
<td>Attachment 5</td>
<td>Master File</td>
</tr>
<tr>
<td>Attachment 5a</td>
<td>Health and Safety Plan</td>
</tr>
<tr>
<td>Attachment 6</td>
<td>NEPA Determination</td>
</tr>
</tbody>
</table>

The following are incorporated into this Award by reference:

- The Recipient’s application/proposal as approved by EERE.
# Table of Contents

## Subpart A. General Provisions

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Legal Authority and Effect</td>
<td>3</td>
</tr>
<tr>
<td>2.</td>
<td>Flow Down Requirement</td>
<td>3</td>
</tr>
<tr>
<td>3.</td>
<td>Compliance with Federal, State, and Municipal Law</td>
<td>3</td>
</tr>
<tr>
<td>4.</td>
<td>Inconsistency with Federal Law</td>
<td>3</td>
</tr>
<tr>
<td>5.</td>
<td>Federal Stewardship</td>
<td>3</td>
</tr>
<tr>
<td>6.</td>
<td>Federal Involvement</td>
<td>3</td>
</tr>
<tr>
<td>7.</td>
<td>NEPA Requirements</td>
<td>5</td>
</tr>
<tr>
<td>8.</td>
<td>Historic Preservation</td>
<td>5</td>
</tr>
<tr>
<td>9.</td>
<td>Performance of Work in United States</td>
<td>6</td>
</tr>
<tr>
<td>11.</td>
<td>Reporting Requirements</td>
<td>7</td>
</tr>
<tr>
<td>12.</td>
<td>Lobbying</td>
<td>8</td>
</tr>
<tr>
<td>13.</td>
<td>Publications</td>
<td>8</td>
</tr>
<tr>
<td>14.</td>
<td>No-Cost Extension</td>
<td>8</td>
</tr>
<tr>
<td>15.</td>
<td>Property Standards</td>
<td>8</td>
</tr>
<tr>
<td>16.</td>
<td>Insurance Coverage</td>
<td>9</td>
</tr>
<tr>
<td>17.</td>
<td>Real Property</td>
<td>9</td>
</tr>
<tr>
<td>18.</td>
<td>Equipment</td>
<td>9</td>
</tr>
<tr>
<td>19.</td>
<td>Supplies</td>
<td>10</td>
</tr>
<tr>
<td>20.</td>
<td>Property Trust Relationship</td>
<td>10</td>
</tr>
<tr>
<td>21.</td>
<td>Record Retention</td>
<td>10</td>
</tr>
<tr>
<td>22.</td>
<td>Audits</td>
<td>10</td>
</tr>
</tbody>
</table>

## Subpart B. Financial Provisions

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>23.</td>
<td>Maximum Obligation</td>
<td>11</td>
</tr>
<tr>
<td>24.</td>
<td>Continuation Application and Funding</td>
<td>11</td>
</tr>
<tr>
<td>25.</td>
<td>Refund Obligation</td>
<td>12</td>
</tr>
<tr>
<td>26.</td>
<td>Allowable Costs</td>
<td>12</td>
</tr>
<tr>
<td>27.</td>
<td>Decontamination and/or Decommissioning (D&amp;D) Costs</td>
<td>12</td>
</tr>
<tr>
<td>28.</td>
<td>Use of Program Income</td>
<td>13</td>
</tr>
<tr>
<td>29.</td>
<td>Payment Procedures</td>
<td>13</td>
</tr>
<tr>
<td>30.</td>
<td>Budget Changes</td>
<td>14</td>
</tr>
<tr>
<td>31.</td>
<td>Carryover of Unobligated Balances</td>
<td>14</td>
</tr>
<tr>
<td>32.</td>
<td>Indirect Costs</td>
<td>15</td>
</tr>
<tr>
<td>33.</td>
<td>Pre-Award Costs</td>
<td>15</td>
</tr>
</tbody>
</table>

## Subpart C. Miscellaneous Provisions

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>34.</td>
<td>Reporting Subawards and Executive Compensation</td>
<td>16</td>
</tr>
<tr>
<td>35.</td>
<td>System for Award Management and Universal Identifier Requirements</td>
<td>20</td>
</tr>
<tr>
<td>36.</td>
<td>Nondisclosure and Confidentiality Agreements Assurances</td>
<td>22</td>
</tr>
<tr>
<td>37.</td>
<td>Subrecipient Change Notification</td>
<td>23</td>
</tr>
<tr>
<td>38.</td>
<td>Minimum Privacy Protections Regarding Applicant Information</td>
<td>24</td>
</tr>
<tr>
<td>39.</td>
<td>Conference Spending</td>
<td>25</td>
</tr>
<tr>
<td>40.</td>
<td>Recipient Integrity and Performance Matters</td>
<td>25</td>
</tr>
</tbody>
</table>
Subpart A. General Provisions

Term 1. Legal Authority and Effect
A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient’s authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient’s authorized representative constitutes the Recipient’s electronic signature.

Term 2. Flow Down Requirement
The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate) as required by 2 CFR 200.101 and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.326 to all subrecipients (and subcontractors, as appropriate) and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law
The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law
Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship
EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Federal Involvement
A. **Review Meetings**
   The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has made satisfactory progress toward the program goals stated in Attachment 4 (Annual Plan) and deliverables stated in Attachment 2 (Federal Assistance Reporting Checklist) to this Award.

   EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

   For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

   - The Recipient’s program progress compared to the Annual Plan stated in Attachment 4 to this Award;
   - The Recipient’s actual expenditures compared to the approved Budget in Attachment 3 to this Award; and
   - Other subject matter specified by the DOE Technical Project Officer.

B. **Project Meetings**
   The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. **Site Visits**
   EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the
work.

D. EERE Access
The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 7. NEPA Requirements

A. Authorization
DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. EERE has determined that activities that are listed in the Weatherization Assistance Program NEPA Determination (Attachment 6) are categorically excluded and require no further NEPA review. The Recipient is thereby authorized to use Federal funds for activities that are listed in the Weatherization Assistance Program NEPA Determination, subject to the Recipient’s compliance with the conditions stated below.

B. Conditions
(1) As set forth in Term 8 “Historic Preservation”, the Recipient must comply with Section 106 of the National Historic Preservation Act (NHPA) consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA.

(2) This authorization does not include activities involving ground-breaking activities, new construction, or projects involving the installation of onsite renewable energy technology that generate electricity from renewable sources, except those activities specifically listed under paragraph a. “Authorization”.

C. Future Modifications
If the Recipient later intends to add to or modify the activities that are listed in the NEPA Determination, those new activities or modified activities are subject to additional NEPA review and are not authorized for Federal funding unless and until the DOE Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 8. Historic Preservation
Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required
to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: http://www.ncshpo.org/shpodirectory.shtml. THPO contact information is available at the following link: http://www.nathpo.org/map.html.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

**Term 9. Performance of Work in United States**

**A. Requirement**

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

**B. Failure to Comply**

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

**C. Waiver for Work Outside the U.S.**

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to
the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA or Program that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.


It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 11. Reporting Requirements

A. Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

B. Dissemination of scientific/technical reports

Scientific/technical reports submitted under this Award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the Award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

C. Restrictions

Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.
Term 12. Lobbying
By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 13. Publications
EERE encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- **Acknowledgment:** “This material is based upon work supported by the U.S. Department of Energy’s Office of Energy Efficiency and Renewable Energy (EERE) under the Weatherization Assistance Program Award Number DE-EE0007917.”

- **Disclaimer:** “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Term 14. No-Cost Extension
As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award. Extensions require explicit prior Federal awarding agency approval when carrying forward unobligated balances to subsequent budget periods.

Term 15. Property Standards
The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

**Term 16. Insurance Coverage**
See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

**Term 17. Real Property**
Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (a) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (b) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (c) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

**Term 18. Equipment**
Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose,
the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (c) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 19. Supplies
See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 20. Property Trust Relationship
Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 21. Record Retention
Consistent with 2 CFR 200.333 through 200.337, the Recipient is required to retain records relating to this Award.

Term 22. Audits
A. Government-Initiated Audits
The Recipient is required to provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access
to the Recipient’s records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient’s financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single audit or Compliance audit)

The Recipient is required to comply with the annual independent audit requirements in 2 CFR 200.500 through 521 for institutions of higher education, nonprofit organizations and state and local governments (Single audit), and 2 CFR 910.500 through 521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is not a substitute for the compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.


Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement Form to this Award.

Term 24. Continuation Application and Funding
A. **Continuation Application**

A continuation application is a non-competitive application for an additional budget period and extended project period. The continuation application shall be submitted to EERE in accordance with the annual Announcement/Grant Guidance that is issued.

B. **Continuation Funding**

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority; (2) Recipient’s satisfactory progress towards meeting the objectives of the Weatherization Assistance Program; (3) Recipient’s submittal of required reports; and (4) Recipient’s compliance with the terms and conditions of the Award.

---

**Term 25. Refund Obligation**

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred.

**Term 26. Allowable Costs**

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

**Term 27. Decontamination and/or Decommissioning (D&D) Costs**

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient’s facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work.
under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income
If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and use it to further eligible project objectives.

Term 29. Payment Procedures

A. Method of Payment
Payment will be made by advances through the Department of Treasury’s ASAP system.

B. Requesting Advances
Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash
The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

D. Payments
All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds
For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government.
Term 30.  **Budget Changes**

A. **Budget Changes Generally**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any budget change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. **Transfers of Funds Among Direct Cost Categories.**

The Recipient is required to submit written notification via email (not in PAGE) to the Project Officer identified in the Assistance Agreement of any transfer of funds among direct cost categories and/or functions where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement Form of this Award.

Upon receipt of adequate notification documentation by the Project Officer, the recipient is hereby authorized to transfer funds among direct cost categories for program activities consistent with their approved State/Annual Plan, without prior approval by the awarding agency.

Limitations in existing rules and guidance, including Administration and Training and Technical Assistance (T&TA), along with prior approval of equipment as detailed in the respective year's WAP Grant Guidance and in the regulations still apply.

C. **Transfer of Funds Between Direct and Indirect Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories.

**Term 31.  Carryover of Unobligated Balances**

The recipient is hereby authorized to carry over unobligated balances of Federal and non-Federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Contracting Officer. Should the recipient wish to use carryover funds for activities that are not consistent...
with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE.

For purposes of this award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the recipient at the end of a budget period. Recipients are advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

**Term 32. Indirect Costs**
The Recipient has a Federally approved negotiated indirect cost rate agreement of 88.94% and it applies uniformly across all Federal awards. These costs shall be trued up (actual incurred costs) on an annual basis with the Recipient’s cognizant agency.

A. **Lower-than-Expected Indirect Costs**
   If the Recipient’s actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If annual true up reveals that the Government share of total allowable incurred indirect costs is less than the cost reimbursed, the Recipient must refund the difference as soon as costs are reconciled.

B. **Higher-than-Expected Indirect Costs**
The Recipient understands that it is solely and exclusively responsible for managing its indirect costs. The Recipient further understands that EERE will not amend this Award solely to provide additional funds to cover increases in the Recipient’s indirect cost rate.

EERE recognizes that the Recipient may not be fully reimbursed for increases in its indirect cost rate, which may result in under-recovery. In the event that the Recipient is not fully reimbursed for increases in its indirect cost rate, the Recipient may use any under-recovery to meet its cost sharing obligations under this Award, with prior approval from the Contracting Officer.

C. **Subrecipient Indirect Costs**
The Recipient must ensure its subrecipient’s indirect costs are appropriately managed, allowable and otherwise comply with the requirements of this Award and 2 CFR part 200 as amended by 2 CFR part 910.

**Term 33. Pre-Award Costs**
As stated in the Contracting Officer’s Pre-Award Costs Letter dated June 22, 2017, the Recipient is authorized to request reimbursement for costs incurred on or after July 1, 2017, if: (1) such costs are allowable in accordance with 2 CFR part 200 as amended by 2 CFR part 910; (2) such
costs are not otherwise restricted by the Term titled “NEPA Requirements;” and (3) such costs are not otherwise restricted by any other Term. If the Recipient elects to undertake activities that are not authorized for Federal funding by the Contracting Officer in advance of DOE completing the NEPA review, the Recipient is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. Nothing contained in the pre-award cost reimbursement regulations or any pre-award costs approval letter from the Contracting Officer overrides these NEPA requirements to obtain the written authorization from the Contracting Officer prior to taking any action that may have an adverse effect on the environment or limit the choice of reasonable alternatives.

Subpart C. Miscellaneous Provisions

Term 34. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

i. Applicability. Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).

ii. Where and when to report.

1. The Recipient must report each obligating action described in paragraph A.i. of this award term to https://www.fsrs.gov.

2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

iii. What to report. The Recipient must report the information about each obligating action that the submission instructions posted at https://www.fsrs.gov specify.

B. Reporting Total Compensation of Recipient Executives

i. Applicability and what to report. The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if
1. The total Federal funding authorized to date under this Award is $25,000 or more;

2. In the preceding fiscal year, the Recipient received;
   
   a. 80 percent or more of the Recipient’s annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
   
   b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm)

   ii. Where and when to report. The Recipient must report executive total compensation described in paragraph B.i. of this award term:

      1. As part of the Recipient’s registration profile at https://www.sam.gov.

      2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

   i. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient’s five most highly compensated executives for the subrecipient’s preceding completed fiscal year, if

      1. In the subrecipient's preceding fiscal year, the subrecipient received;
a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [http://www.sec.gov/answers/execomp.htm](http://www.sec.gov/answers/execomp.htm))

ii. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:

1. To the recipient.

2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under $300,000, it is exempt from the requirements to report:

i. Subawards and;

ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:
i. Entity means all of the following, as defined in 2 CFR Part 25:

1. A Governmental organization, which is a State, local government, or Indian tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization;
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

ii. Executive means officers, managing partners, or any other employees in management positions.

iii. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
2. The term does not include the Recipient’s procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) Subrecipients and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

iv. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

5. Above-market earnings on deferred compensation which is not tax-qualified.

6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Term 35. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

If the Recipient had an active registration in the CCR, it has an active registration in SAM.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient.
unless the entity has provided its DUNS number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its DUNS number to the Recipient.

C. Definitions
For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization; and
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient’s procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) Subrecipients and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and

2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 36. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

   i. “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

   ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

   iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,
other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

**Term 37. Subrecipient Change Notification**

Except for subawards and/or subcontracts specifically proposed as part of the Recipient’s Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased;
- Cost share commitment letter if the subawardee is providing cost share to the Award;
- An assurance that the process undertaken by the Recipient to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.329.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient’s written standards of conduct were followed;
- A completed Environmental Questionnaire, if applicable;
- An assurance that the subrecipient is not a debarred or suspended entity; and

---

1 It is DOE’s position that the existence of a “covered relationship” as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient’s owners or senior management and a member of a subawardee’s/subcontractor’s owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subaward or subcontract does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subcontract or subaward to: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE’s position that these situations also create at a minimum an apparent conflict of interest.
• An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient agreement documentation stipulated above, Recipient may proceed to award or modify the proposed subrecipient agreement.

**Term 38. Minimum Privacy Protections Regarding Applicant Information**

A. States, Tribes and their subawardees, including, but not limited to subrecipients, subgrantees, contractors and subcontractors that participate in the Weatherization Assistance Program (WAP) are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.

B. A balancing test must be used in applying Exemption (b)(6) in order to determine:

   i. whether a significant privacy interest would be invaded;

   ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and

   iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.

C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.

D. Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that
does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

Term 39. Conference Spending
The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 40. Recipient Integrity and Performance Matters

A. General Reporting Requirement
If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report
Submit the information required about each proceeding that:
   i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
   ii. Reached its final disposition during the most recent five year period; and
   iii. Is one of the following:
         1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

4. Any other criminal, civil, or administrative proceeding if:
   a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
   b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
   c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures
   Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency
   During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions
   For purposes of this term:
   i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or...
Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

   1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
   2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.
Attachment D. DOE NEPA Determinations
Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Order 451.1A), I have made the following determination:

**CX, EA, EIS APPENDIX AND NUMBER:**

**Description:**

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A11</td>
<td>Technical advice and assistance to organizations</td>
</tr>
<tr>
<td>A9</td>
<td>Information gathering, analysis, and dissemination</td>
</tr>
<tr>
<td>B5.1</td>
<td>Actions to conserve energy or water</td>
</tr>
<tr>
<td>B5.17</td>
<td>Solar thermal systems</td>
</tr>
<tr>
<td>B1.34</td>
<td>Lead-based paint containment, removal, and disposal</td>
</tr>
</tbody>
</table>

- **A11 Technical advice and assistance to organizations**: Technical advice and planning assistance to international, national, state, and local organizations.
- **A9 Information gathering, analysis, and dissemination**: Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.)
- **B5.1 Actions to conserve energy or water**: (a) Actions to conserve energy or water, demonstrate potential energy or water conservation, and promote energy efficiency that would not have the potential to cause significant changes in the indoor or outdoor concentrations of potentially harmful substances. These actions may involve financial and technical assistance to individuals (such as builders, owners, consultants, manufacturers, and designers), organizations (such as utilities), and governments (such as state, local, and tribal). Covered actions include, but are not limited to weatherization (such as insulation and replacing windows and doors); programmed lowering of thermostat settings; placement of timers on hot water heaters; installation or replacement of energy efficient lighting, low-flow plumbing fixtures (such as faucets, toilets, and showerheads), heating, ventilation, and air conditioning systems, and appliances; installation of drip-irrigation systems; improvements in generator efficiency and appliance efficiency ratings; efficiency improvements for vehicles and transportation (such as fleet changeout); power storage (such as flywheels and batteries, generally less than 10 megawatt equivalent); transportation management systems (such as traffic signal control systems, car navigation, speed cameras, and automatic plate number recognition); development of energy-efficient manufacturing, industrial, or building practices; and small-scale energy efficiency and conservation research and development and small-scale pilot projects. Covered actions include building renovations or new structures, provided that they occur in a previously disturbed or developed area. Covered actions could involve commercial, residential, agricultural, academic, institutional, or industrial sectors. Covered actions do not include rulemakings, standard-settings, or proposed DOE legislation, except for those actions listed in B5.1(b) of this appendix. (b) Covered actions include rulemakings that establish energy conservation standards for consumer products and industrial equipment, provided that the actions would not: (1) have the potential to cause a significant change in manufacturing infrastructure (such as construction of new manufacturing plants with considerable associated ground disturbance); (2) involve significant unresolved conflicts concerning alternative uses of available resources (such as rare or limited raw materials); (3) have the potential to result in a significant increase in the disposal of materials posing significant risks to human health and the environment (such as RCRA hazardous wastes); or (4) have the potential to cause a significant increase in energy consumption in a state or region.
- **B5.17 Solar thermal systems**: The installation, modification, operation, and removal of commercially available smallscale solar thermal systems (including, but not limited to, solar hot water systems) located on or contiguous to a building, and if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices.
- **B1.34 Lead-based paint containment, removal, and disposal**: Containment, removal, and disposal of lead-based paint in accordance with applicable requirements (such as provisions relating to the certification of removal contractors and technicians at 40 CFR part 745, “Lead-Based Paint Poisoning Prevention In Certain Residential Structures”).
Rationale for determination:

The U.S. Department of Energy administers the Weatherization Assistance Program (WAP) as authorized by Title IV, Energy Conservation and Production Act, as amended. The goal of WAP is to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential expenditures, and improve their health and safety.

DOE anticipates making approximately 56 formula-based awards under the Fiscal Year 2018 WAP to states, territories, one tribal government, and the District of Columbia (hereinafter “States”). The total amount of DOE funding is not finalized at this time. Each home weatherized under WAP would receive approximately $6,500 as determined by the site-specific outcomes of the energy audit process.

Allowable activities include:

1. Administrative activities associated with management of the designated Weatherization Office and management of programs and strategies in support of weatherization activities.
2. Development and implementation of training programs and strategies for weatherization effort, including initial home audits, final inspections and client education.
3. Purchase of vehicles and equipment needed for weatherization energy audits, installation of measures indicated below, and quality control inspections.
4. Weatherization activities provided that projects apply the restrictions of each state’s programmatic agreement with SHPO, and are limited to:
   a. Installation of various types of insulation;
   b. Air sealing (caulk, door sweeps, weather-stripping, etc.)
   c. Heating and cooling system safety checks
   d. Energy efficiency modifications and retrofits (burner retrofits, replacement of controls – thermostats, valves and adjustments, clean and tune, and/or replacement of heating and cooling systems-including domestic hot water heaters)
   e. Duct modifications and sealing (duct repairs and additions)
   f. Multi-family building controls and efficiency improvements (ranging from time clocks to heat recovery)
   g. Clean, repair and/or replace electric baseload appliances/fixtures (such as refrigerators, water heaters, and lighting)
   h. Conversion to solar thermal installations, repairs and replacements
5. Energy-related health and safety measures (per DOE Weatherization Health and Safety guidance, WPN 17-7) including:
   a. Asbestos collection, testing and encapsulation and/or limited removal
b. Combustion gas appliance safety inspections

c. Air quality assessment and limited removal of formaldehyde, volatile organic compounds, flammable liquids, and other air pollutants

d. Gas and bulk fuel leak inspections

e. Limited testing and/or containment or disposal of refrigerant, asbestos, and mercury, and other materials generated during the course of WAP activities

f. Lead-based paint testing, containment and removal limited to the surfaces directly disturbed during WAP activities

g. Cleaning of mold limited to surface preparation for WAP activities

h. Conduct radon testing and precautionary measures, including but not limited to, covering exposed dirt floors with 6 mil or greater polyethylene sheeting, with sealant at all seams, walls and foundation penetrations

i. Inspect and install carbon monoxide and smoke alarms

j. Install ventilation as required by ASHRAE 62.2-2016 including blower door testing addressing infiltration, ventilation, and exhaust

6. Incidental and necessary energy-related repairs and replacements

a. Repair and replacement of damaged windows and doors

b. Minor electrical and plumbing repairs

All incidental energy-related health and safety measures relating to hazardous materials identified during the WAP activities would be managed in accordance with applicable federal, state, and local requirements.

Any project involving ground-breaking activities, new construction, or projects involving the installation of onsite renewable energy technology that generates electricity from renewable resources is subject to additional NEPA review by DOE.

Based on the review of the ALRD, DOE has determined that activities anticipated to be selected under this ALRD fit within the class of action(s) selected above. DOE has also determined that based on the types, scope, and scale of anticipated activities that could be selected under the ALRD: (1) there would be no extraordinary circumstances (as defined by 10 CFR 1021.410(2)) that could affect the significance of the environmental effects of the activities; (2) the activities do not lead to segmentation to meet the definition of a categorical exclusion; and (3) the activities would have independent utility and would not be connected to other actions with potentially significant impacts, related to other proposals with cumulatively significant actions, or an improper interim action. Anticipated activities are categorically excluded from further NEPA review.

NEPA PROVISION

DOE has made a final NEPA determination for this award

Insert the following language in the award:

If the Recipient intends to make changes to the scope or objective of this project, the Recipient is required to contact the Project Officer, identified in Block 15 of the Assistance Agreement before proceeding. The Recipient must receive notification of approval from the DOE Contracting Officer prior to commencing with work beyond that currently approved. If the Recipient moves forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of a final NEPA decision, the Recipient is doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

Insert the following language in the award:

You are required to:
Recipient must comply with Section 106 of the National Historic Preservation Act (NHPA) consistent with DOE’s 2009 letter of delegation of authority regarding the NHPA.

Projects involving ground-breaking activities, new construction, or projects involving the installation of onsite renewable energy technology that generate electricity from renewable resources are subject to additional NEPA review by DOE.

Note to Specialist :
Weatherization & Intergovernmental Programs Office - WAP
This NEPA Determination requires a tailored NEPA provision.
NEPA review completed by Diana Heyder, 01/22/18

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature: ________________________________ Date: ________________

Kristin Kerwin
NEPA Compliance Officer

https://www.eere-pmc.energy.gov/GONEPA/ND_Form.aspx?key=22435
FIELD OFFICE MANAGER DETERMINATION

☐ Field Office Manager review required

NCO REQUESTS THE FIELD OFFICE MANAGER REVIEW FOR THE FOLLOWING REASON:

☐ Proposed action fits within a categorical exclusion but involves a high profile or controversial issue that warrants Field Office Manager's attention.
☐ Proposed action falls within an EA or EIS category and therefore requires Field Office Manager's review and determination.

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO:

Field Office Manager's Signature: ____________________________ Date: ________________

Field Office Manager
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DU PAGE AND THE
VETERANS ASSISTANCE COMMISSION OF DU PAGE COUNTY

WHEREAS, the Veterans Assistance Commission of DuPage County (VAC) is a local governmental unit established pursuant to the “Military Veterans Assistance Act” (330 ILCS 45/0.01 et. seq.) (the “Act”); and

WHEREAS the COUNTY OF DUPAGE, a body corporate and politic, (COUNTY) has formally recognized the VAC through DuPage County Resolution No. HS-001-90; and

WHEREAS, the COUNTY and the VAC are public agencies within the meaning of the “Illinois Intergovernmental Cooperation Act” (5 ILCS 220/1, et. seq.) and are authorized by Article 7, Section 10 of the Illinois Constitution to cooperate for public purposes; and

WHEREAS, the COUNTY recognizes the importance of the VAC’s role and the valuable services it provides to the honored veterans of DuPage County, and to that end have entered into certain negotiations relative to the VAC’s administration of aid and benefits to eligible veterans of DuPage County pursuant to the ACT; and

WHEREAS, the DuPage County Board is responsible for establishing the rules and regulations for disbursement of aid and benefits to eligible veterans of DuPage County through the VAC, in accordance with the ACT; and

WHEREAS, the County and the VAC are desirous of fulfilling their respective responsibilities as set forth in the ACT through the attached Intergovernmental Agreement (Agreement); and

WHEREAS, the attached Agreement will replace and supercede any prior agreement between the parties and it is the attached Agreement that sets forth the exclusive terms and conditions that are binding upon the parties.

NOW, THEREFORE BE IT RESOLVED by the DuPage County Board that said Agreement between the VAC and COUNTY, incorporated herein by reference, is hereby approved; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized and directed to attest to such execution and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the DuPage County Clerk be directed to send certified copies of this Resolution and Agreement to the COUNTY at 421 N. County Farm Road, Wheaton, IL 60187; and Health and Human Services; and the VAC.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.
Resolution

HHS-R-0385-18

_________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT
BETWEEN DUPAGE COUNTY AND THE VETERANS
ASSISTANCE COMMISSION OF DUPAGE COUNTY

This Intergovernmental Agreement is made and entered into this _____ day of __________, 2018, by and between the County of DuPage, a body politic and corporate, (hereinafter “COUNTY”) and the Veterans Assistance Commission of DuPage County (hereinafter “VAC”), a local governmental unit established under the Military Veterans Assistance Act (330 ILCS 45/0.01 et. seq.) (the “Act”).

RECITALS

WHEREAS, the COUNTY and VAC are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the COUNTY has formally recognized the VAC by County Resolution HS-0011-90; and

WHEREAS, the VAC provides the valuable service of administering services and benefits to qualified indigent veterans in DuPage County, and/or their families or survivors; and

WHEREAS, the DuPage County Board has established certain the rules and regulations for disbursement of benefits to the eligible veterans of DuPage County through the VAC, in accordance with the provision of the aforesaid statutes; and

WHEREAS, the Act provides for the oversight and distribution of benefits to eligible veterans, and provides requirements to support salaries, office space and necessary supplies for the administration of the VAC office; and

WHEREAS, the COUNTY and the VAC are desirous of fulfilling their respective responsibilities as set forth in the aforesaid statutes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the COUNTY and the VAC agree as follows:

1.0 VAC RESPONSIBILITIES

The VAC shall provide services and benefits to qualified indigent veterans in DuPage County, and/or their families or survivors in fulfillment of the Act. To fulfill its statutory duties, the VAC shall:

1.1 Ensure that information related to the eligible veteran’s program is distributed and that eligible veterans are contacted.
1.2 Assist in completion and review of applications for assistance in a timely manner following rules and procedures outlined in the Veterans Assistance Commission Program (VACP).

1.3 Utilize forms agreed to by the VAC and COUNTY. The COUNTY and the VAC must review and approve any changes required in the documents.

1.4 Maintain a complete set of records on each case that includes all documentation required for a decision on eligibility and maintained in such a way so as to provide for proper case management and ease of auditing.

1.4.1 Required Documentation: Such eligibility documentation shall include, at a minimum, appropriate evidence of the veteran’s military service, proof of residency in DuPage County, and any other such information as the Act may require.

1.4.2 Other Documentation: Further documentation may include, but is not limited to, social security numbers, marriage certificates, birth certificates, driver’s license numbers, legal decrees and court orders, verification of income, governmental assistance program documentation, history of prior residency in DuPage County, case notes, and information on referrals to other assistance programs. These records shall be made available to the COUNTY in order that the COUNTY may fulfill its general oversight responsibility over the benefits given and funds distributed through the VAC.

1.5 Follow the Payment and Audit procedures as outlined hereinafter:

1.5.1 Payment of Vouchers: Amounts to be paid by the COUNTY for services to veterans in connection with this Agreement shall be processed through the regular Accounts Payable system of the COUNTY. All vouchers submitted for payment by the VAC or outside service providers shall meet the requirements of the COUNTY’s accounts payable system. The payment of the vouchers submitted will be predicated upon the presumption that the individual(s) receiving assistance has/have been properly determined to be eligible under the program, and that administrative costs and salaries are properly allocated to the VAC Program. All payment vouchers submitted through the accounts payable system must be accompanied with a signed statement of claim (bill). Comments of such eligibility and cost allocation will be made during periodic audits of the program.

1.5.2 Purchase of Supplies: Purchases of supplies, equipment and similar goods in connection with this Agreement shall be subject to the DuPage County Purchasing Ordinance and all applicable purchasing laws of the State.

1.5.3 Periodic Audits: All amounts paid under this Agreement shall be subject to periodic audits by the COUNTY Auditor. These audits shall be performed during normal business hours and as often as deemed necessary.
by the COUNTY Auditor. The Auditor shall examine and evaluate the records and systems of internal control used by the VAC to determine and account for assistance payments for eligible veterans, administrative costs, and any other costs related to this Agreement. The audit shall be conducted in accordance with generally accepted government auditing standards. The VAC shall maintain adequate documentation to allow for the audit of all records related to this Agreement. Such documentation shall include, but not be limited to, purchase orders, supply requisitions, invoices, travel records, time documents, payroll records, client contact data, and information necessary to determine program eligibility.

1.6 Present all payment vouchers to be jointly reviewed by the VAC Superintendent and the County Board Chairman, or his designee, in accordance with the rules and regulations approved by the County Board for the dispensation of benefits and the Act.

1.7 Adopt an approved set of by-laws that do not conflict with this Agreement or the requirements of the ACT.

1.8 Adopt an approved program description, stating: eligibility requirements; assistance provided; and operating policies and procedures that do not conflict with this Agreement or the requirements of the ACT.

1.9 Make every effort to ensure that the VAC office is adequately staffed to provide service during the normal business days and hours of the COUNTY administration building the VAC is situated in.

1.10 Provide evidence of appropriate and adequate liability insurance for directors, officers, agents, and employees. Insurance should include Fidelity Bond Coverage for VAC employees and commissioners when appropriate.

1.11 Share information to the greatest extent feasible with the DuPage County Department of Community Services to ensure the highest standard of customer service for veterans accessing the programs and services of both entities.

1.12 BURIAL – Section 5-27003 of the Illinois Counties Code requires the COUNTY to pay expenses not to exceed the statutory limit related to the burial and headstone of certain qualifying veterans and their family members who reside in the COUNTY at the time of their death (55 ILCS 5/5-27003). The VAC agrees to pay these expenses on behalf of the COUNTY in accordance with state law.

2.0 COUNTY RESPONSIBILITIES

In order to fulfill its statutory duties, the COUNTY shall:

2.1 Provide the VAC adequate office facilities in the primary administration building of the COUNTY that are necessary to successfully operate the VAC program, including, but is not limited to, office supplies, office furnishings, computer equipment and software, stationery, postage and printing services, as provided in the ACT. Any goods provided by the COUNTY for
VAC use shall be made in accordance with the DuPage County Purchasing Ordinance and all applicable purchasing laws of the State.

2.2 Arrange for the office to be clearly marked as being the office of the Veterans Assistance Commission of DuPage County.

2.3 Maintain the resources provided pursuant to this Agreement in the same manner and custom as the COUNTY maintains all of its administrative office facilities.

2.4 COUNTY shall make available, at no cost, to VAC employees all training, technical and educational courses which the COUNTY provides to COUNTY Employees, including, but not limited to, Ethics and Harassment training, Freedom of Information Act training, and Open Meetings Act training.

3.0 COMPENSATION & BUDGET

The COUNTY, in recognition of the VAC’s performance of the services and responsibilities delineated in this Agreement, shall provide compensation on the following basis:

3.1 The VAC Superintendent and employees required to administer the VAC program, as determined by the County Board, shall be compensated as provided for in the ACT. The Superintendent and other employees of the VAC shall be employees of the VAC and are not employees of the COUNTY. The managing of payroll and benefits by the COUNTY shall not make the VAC employees of the COUNTY, in accordance with the ACT. The VAC employees will be eligible for the Illinois Municipal Retirement Fund (IMRF).

3.2 The VAC shall present a budget request to the COUNTY that represents the expenditures for the upcoming fiscal year in accordance with the budget schedule as followed by other COUNTY departments.

4.0 GENERAL PROVISIONS

4.1 The laws of the State of Illinois shall govern this Agreement. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this agreement shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

4.2 This Agreement shall be in full force and effect for a period of four (4) years, upon which it shall renew upon written consent of the parties. This Agreement may be terminated by either party with or without cause by providing sixty (60) days written notice to the other party.

4.3 The invalidity or enforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement.

4.4 This Agreement represents the entire agreement between the COUNTY and VAC and supersedes all prior negotiations, representations or agreements, either written or oral.
4.5 All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or teledoped during normal business hours; (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier; or by electronic mail with a return confirmation that the electronic message was received by the user during normal business hours, addressed to such party as follows below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or facsimile number. Notice shall be given to the parties as follows:

To COUNTY:

DuPage County Board  
c/o Mary Keating, Director  
Department of Community Services  
421 North County Farm Road  
Wheaton, IL  60187  
(630) 407-6500  
mary.keating@dupageco.org

To VAC:

Veterans Assistance Commission of DuPage County  
c/o Michael Barbour, Board President  
421 North County Farm Road  
Wheaton, IL  60187  
(630) 407-5655  
mbarbour@wowway.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first indicated above by their duly authorized representatives.

____________________________
Daniel J. Cronin, Chairman  
DuPage County Board

Dated in the city of Wheaton, Illinois this ________ day of ________________, 2018.

____________________________
Michael Barbour, President  
Veterans Assistance Commission of DuPage County

Dated in the city of Wheaton, Illinois this _______ day of ________________, 2018.
AWARDING RESOLUTION
ISSUED TO LAKE SHORE DAIRY INCORPORATED
FOR THE PURCHASE OF FLUID DAIRY
FOR THE DUPAGE CARE CENTER RESIDENTS AND
CAFE AND THE CAFE'S LOCATED IN THE
JTK ADMINISTRATION AND JUDICIAL OFFICE FACILITY
(CONTRACT AMOUNT: $59,926.88)

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

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order for the purchase of fluid dairy, from September 1, 2018 through August 31, 2019, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said for the purchase of fluid dairy, for the period from September 1, 2018 through August 31, 2019, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Lakeshore Dairy Incorporated, 985 Marshall Drive, Des Plaines, Illinois 60016, for a total contract amount not to exceed $59,926.88, per lowest responsive bid #18-124-GV.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
# PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

## NEW PURCHASE ORDER REQUEST

<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>August 9, 2018</td>
<td>SEPTEMBER 1, 2018 - AUGUST 31, 2019</td>
<td>$59,926.88</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

## SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>08/09/2018 11:19 AM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>08/09/2018 11:45 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/10/2018 12:06 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>08/13/2018 1:57 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>08/15/2018 7:42 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/16/2018 9:00 AM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Pending</td>
<td>08/21/2018 10:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>08/28/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>08/28/2018 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: Lakeshore Dairy Inc.
Vendor #: 20685

Dept: DuPage Care Center
Contact: Mario Plata
Phone: 630-784-4416

Contract: September 1, 2018 - August 31, 2019
Total: $59,926.88

Assigned Committee: Health and Human Services

Description of Procurement/Scope of Work/Background:
Fluid dairy for the DuPage Care Center residents and cafeteria and cafe’s located in the JTK Administration Building and Judicial Office Facility for the period September 1, 2018 through August 31, 2019, for a contract not to exceed $59,926.88, per lowest responsible bid #18-124-GV.

Reason for Procurement:
Fluid Dairy items are required to provide well balanced meals that meet nutritional requirements and Illinois regulations.

FUNDING SOURCE
☑ Procurement budgeted for (FY and budget code(s)): 1200-2025-52210 and 1200-2100-52210
☐ Budget Transfer (Date) ___________ Add'l Information

DECISION MEMO NOT REQUIRED
☑ LOWEST RESPONSIBLE QUOTE # or BID # 18-124-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ____________________________ ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

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

PREPARED BY AND APPROVAL(S) (Initials Only)

cdk Aug 7, 2018
Prepared By Date
Recommended for Approval 8/18 Date
IT Approval, if required 8-13-18 Date

REVIEWED BY (Initials Only)

8/10/18 Procurement Officer 8-13-18 Date

Chief Financial Officer (Decision Memos Over $25,000)
8-15-18 Date
Chairman's Office (Decision Memos Over $25,000)
Date
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Lakeshore Dairy Inc.  
  **Vendor #:** 20685  
  **Dept:** DuPage Care Center  
  **Division:** Dining Services  
- **Attn:** Patrick Izzo  
  **Email:** lakeshoremilk@gmail.com  
- **Address:** 985 Marshall Drive  
- **City:** Des Plaines  
- **State:** IL  
- **Zip:** 60016  
- **Phone:** 773-447-0044  
- **Fax:**

**Send Invoices To:**
- **Vendor:** Lakeshore Dairy Inc.  
  **Vendor #:** 20685  
  **Dept:** DuPage Care Center  
  **Division:** Dining Services  
- **Attn:** Mario Plata  
  **Email:** mario.plata@dupageco.org  
- **Address:** 400 N. County Farm Road  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-784-4416  
- **Fax:**

**Send Payments To:**
- **Vendor:** Lakeshore Dairy Inc.  
  **Vendor #:** 20685  
  **Dept:** DuPage Care Center  
  **Division:** Dining Services  
- **Attn:** Patrick Izzo  
  **Email:** lakeshoremilk@gmail.com  
- **Address:** 985 Marshall Drive  
- **City:** Des Plaines  
- **State:** IL  
- **Zip:** 60016  
- **Phone:** 773-447-0044  
- **Fax:**

**Payment Terms**
- **F.O.B.**

**PO 20 Delivery Date**
- **Contract Administrator:** Christine Kliebhan

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

**Destination**
- **Contract Start Date:** September 1, 2018
- **Contract End Date:** August 31, 2019

**Requisition Total:** $59,926

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

Contract purchase order for fluid dairy for the DuPage Care Center and Cafe and Cafe’s located in the JTK Administration Building and the Judicial Off-Facility for the period September 1, 2018 through August 31, 2019, per lowest responsible bid #18-124-GV.

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

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

August 21, 2018   HHS Committee  
August 28, 2018   County Board

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Fluid Dairy</td>
<td></td>
<td>1200</td>
<td>2025</td>
<td>52210</td>
<td></td>
<td></td>
<td>55,426.88</td>
<td>55,426.88</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Fluid Dairy</td>
<td></td>
<td>1200</td>
<td>2100</td>
<td>52210</td>
<td></td>
<td></td>
<td>4,500.00</td>
<td>4,500.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $59,926
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: 7-23-18

Bid/Contract/PO #: 18-124-GV

Company Name: Lakeshore Dairy, Inc.
Contact Phone: (773) 447-0044
Company Contact: Randy Tez
Contact Email: Lakeshiore.kk@gmail.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.

<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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

Authorized Signature: [Signature on File]

Printed Name: [Printed Name]
Title: [Title]
Date: [Date]

Attach additional sheets if necessary. Sign each sheet and number each page. Page [Page Number] of [Total Number of Pages] (total number of pages)

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.1 4/1/16
### DuPage County Procurement Services Division

**Bid Tabulation**

**18-124-GV Fluid Dairy Products**

<table>
<thead>
<tr>
<th>Firm</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lakeshore Dairy, Inc</td>
<td>$14,981.72</td>
</tr>
<tr>
<td>McMahon Food Corporation</td>
<td>$17,336.49</td>
</tr>
<tr>
<td>Cloverleaf Farms Distributors</td>
<td>$21,875.56</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Invitations Sent</th>
<th>13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Requesting Documents</td>
<td>7</td>
</tr>
<tr>
<td>Total Responses Received</td>
<td>3</td>
</tr>
<tr>
<td>Event Open Date</td>
<td>07/26/18 @ 1:00 pm</td>
</tr>
<tr>
<td>Attended</td>
<td>GV/JM</td>
</tr>
</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS

SECTION 2 - FEB 2018 PRICING $4,925.56
SECTION 2 - MARCH 2018 PRICING $4,963.64
SECTION 2 - APRIL 2018 PRICING $5,092.52
TOTAL BID $14,981.72

BID AWARD CRITERIA:
This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total bid amount.

TOTAL BID AMOUNT: $14,981.72

Fourteen Thousand Nine Hundred Eighty One and 72/100 Dollars

59,926.88 for one year
AWARDING RESOLUTION
ISSUED TO WHEATON SANITARY DISTRICT
FOR SANITARY SEWER UTILITY SERVICES
FOR THE COUNTY CAMPUS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: $464,000.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Wheaton Sanitary District, for sanitary sewer utility services, for the County campus, for the period October 1, 2018 through September 30, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for sanitary sewer utility services, for the County campus, for the period October 1, 2018 through September 30, 2019, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Wheaton Sanitary District, 1S649 Shaffner Road, Wheaton, IL 60187, $355,000.00 for Facilities Management and $109,000.00 for the Care Center, for a total contract amount not to exceed $464,000.00. Public Utility.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ______________________
________________________________
PAUL HINDS, COUNTY CLERK
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<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 18, 2018</td>
<td>$464,000.00</td>
<td>OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019</td>
<td>FACILITIES MANAGEMENT</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**

- **Public Utility**
  - Laura Grobe: Completed 07/18/2018 4:15 PM
  - Tim Harbaugh: Completed 07/18/2018 4:26 PM
  - Nick Kottmeyer: Completed 07/20/2018 11:58 AM
  - Janelle Chadwick: Completed 07/20/2018 1:15 PM
  - Kathy Ostrowski: Completed 07/24/2018 9:30 AM
  - James McGuire: Completed 07/24/2018 3:20 PM
  - Paul Rafac: Completed 07/25/2018 4:07 PM
  - Kathy Ostrowski: Completed 08/03/2018 8:51 AM
  - Public Works Committee: Pending 08/21/2018 9:15 AM
  - Health & Human Services: Pending 08/21/2018 10:15 AM
  - Finance Committee: Pending 08/28/2018 8:00 AM
  - County Board: Pending 08/28/2018 10:00 AM
## Procurement Review Checklist

### Procurement Services Division

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

### Vendor Information

<table>
<thead>
<tr>
<th>Vendor: Wheaton Sanitary District</th>
<th>Vendor #: 10037</th>
</tr>
</thead>
</table>

### Contract Details

<table>
<thead>
<tr>
<th>Contract Term: 10/01/18-09/30/19</th>
<th>Contract Total: $464,000.00</th>
</tr>
</thead>
</table>

### Dept. and Contact Information

<table>
<thead>
<tr>
<th>Dept.: Facilities Management</th>
<th>Contact: Katie Boffa</th>
</tr>
</thead>
</table>

### Phone: 630-407-5700

### Assigned Committee:

- PW 08/07/18
- HHS 06/07/18
- CB 08/14/18

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

Recommendation for the approval of a contract purchase order to Wheaton Sanitary District for sanitary sewer utility services for the County campus, for Facilities Management, for the period October 1, 2018 through September 30, 2019, for a total contract amount not to exceed $464,000 (Facilities Management portion is $355,000 and the DuPage Care Center’s portion is $109,000).

### Reason for Procurement

Sanitary sewer services are required to maintain the operations of the County facilities.

### FUNDING SOURCE

- **Procurement budgeted for (FY and budget code(s))**: 1000-1100-53220 & 1200-2045-53220
- Add'l Information

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

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

<table>
<thead>
<tr>
<th>KB</th>
<th>Jul 16, 2018</th>
<th>7-17-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
<td>Recommended for Approval</td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>7/24/18</th>
<th>7-24-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Procurement Officer</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>7-24-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Chairman’s Office</td>
</tr>
</tbody>
</table>

(Decision Memos Over $25,000)

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 176
### Purchase Requisition

**Procurement Services Division**

**Date:** Jul 16, 2018

**MinuteTraq (IQM2) ID #:** 13078

**Department Req #:**

**RFP, Bid or Quote #:**

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Wheaton Sanitary District</th>
<th>Vendor #: 10037</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 15649 Shaffner Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-668-1515</td>
<td>Zip: 60189</td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Facilities Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Facilities Management</td>
<td>Email: <a href="mailto:katrina.boffa@dupageco.org">katrina.boffa@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N County Farm Road</td>
<td>Room: 2-700</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-5700</td>
<td>Zip: 60187</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: Wheaton Sanitary District</th>
<th>Vendor #: 10037</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: PO Box 1389</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-668-1515</td>
<td>Zip: 60187-1389</td>
</tr>
</tbody>
</table>

### Ship To:

<table>
<thead>
<tr>
<th>Dept: Facilities Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Facilities Management</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 421 N County Farm Road</td>
<td>Room: 2-700</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-5700</td>
<td>Fax: 630-407-5701</td>
</tr>
</tbody>
</table>

### Payment Terms:

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Special Instructions/Comments to Buyer or Approver:

**PO25 only**

**Use for:** Contract Administrator

**PO25 only**

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

**Contract End Date:** Sep 30, 2019

**Katie Boffa**

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<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>LO</td>
<td>FM Sanitary sewer utility services</td>
<td>1000</td>
<td>1100</td>
<td>53220</td>
<td>355,000.00</td>
<td>355,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LO</td>
<td>CC Sanitary sewer utility services</td>
<td>1200</td>
<td>2045</td>
<td>53220</td>
<td>109,000.00</td>
<td>109,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $464,000

### Header Comments:

Sanitary sewer utility services for the County campus, for a one year period from 10/01/18 through 09/30/19.

### Special Instructions/Comments to Buyer or Approver:

These comments will NOT appear on the Purchase Order.

### User Department Internal Notes:

PW 08/07/18, HHS 08/07/18, CB 08/14/18
AWARDING RESOLUTION
ISSUED TO CITY OF WHEATON
FOR WATER UTILITY SERVICES
FOR THE COUNTY CAMPUS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: $657,000.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to the City of Wheaton, for water utility services, for the County campus, for the period October 1, 2018 through September 30, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for water utility services, for the County campus, for the period October 1, 2018 through September 30, 2019, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to the City of Wheaton, 303 W. Wesley, Wheaton, IL 60187, $530,000 for Facilities Management and $127,000 for the Care Center, for a total contract amount not to exceed $657,000.00. Public Utility.

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
# Procurement Review Checklist

This form must accompany all County Purchase Requisitions.

## New Purchase Order Request

<table>
<thead>
<tr>
<th>Date Submitted</th>
<th>Contract Total Amount</th>
<th>Contract Term</th>
<th>Requesting Dept.</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 7, 2018</td>
<td>$657,000</td>
<td>10/1/18 - 09/30/19</td>
<td>Facilities Management</td>
</tr>
</tbody>
</table>

## Solicitation Method for Source Selection

**No Decision Memo Required**  Per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding

- **Laura Grobe**  
  Completed  08/07/2018 2:22 PM

- **Tim Harbaugh**  
  Completed  08/07/2018 2:59 PM

- **Nick Kottmeyer**  
  Completed  08/08/2018 10:41 AM

- **Janelle Chadwick**  
  Completed  08/09/2018 9:33 AM

- **Kathy Ostrowski**  
  Completed  08/09/2018 9:34 AM

- **James McGuire**  
  Completed  08/13/2018 1:50 PM

- **Paul Rafac**  
  Completed  08/15/2018 7:44 AM

- **Kathy Ostrowski**  
  Completed  08/16/2018 11:09 AM

- **Public Works Committee**  
  Pending  08/21/2018 9:15 AM

- **Health & Human Services**  
  Pending  08/21/2018 10:15 AM

- **Finance Committee**  
  Pending  08/28/2018 8:00 AM

- **County Board**  
  Pending  08/28/2018 10:00 AM
**Procurement Review Checklist**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Vendor #:</th>
<th>Contract Term:</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Wheaton</td>
<td>10074</td>
<td>10/01/18-09/30/19</td>
<td>$657,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept.</th>
<th>Contact</th>
<th>Phone</th>
<th>Assigned Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Management</td>
<td>Katie Boffa</td>
<td>630-407-5700</td>
<td>PW 08/21/18 HHS 08/21/18 CB 08/28/18</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
Recommendation for the approval of a contract purchase order to City of Wheaton, for water utility services for the County campus, for Facilities Management, for the period October 1, 2018 through September 30, 2019, for a total contract amount not to exceed $657,000 (Facilities Management portion is $530,000 and the DuPage Care Center's portion is $127,000)

**Reason for Procurement**
Water utility services are required to maintain the operations of the County facilities.

**FUNDING SOURCE**

☑ Procurement budgeted for (FY and budget code(s)): 1000-1100-53220 & 1200-2045-53220

☐ 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:

Public Utility

**DECISION MEMO REQUIRED**

☐ Cooperative Procurement (DPC-4-107) or Government Joint Purchasing Act Procurement (30ILCS25)

☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (Include Evaluation Summary if applicable)

☐ RENEWAL OF RFP # __________________________

☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)

☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)

☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)

☐ OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

---

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

<table>
<thead>
<tr>
<th>KB</th>
<th>Aug 7, 2018</th>
<th>Recommended for Approval Date</th>
<th>IT Approval, if required Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

| 8/10/18 | 8/13/18 |
|☑ | ☐ |

| 8/15/18 | 8/13/18 |
|☑ | ☐ |

[Signature]

Chief Financial Officer
(Decision Memos Over $25,000)

[Signature]

Chairman's Office
(Decision Memos Over $25,000)
## Purchase Requisition

### Procurement Services Division

**Date:** Aug 7, 2018  
**MinuteTraq (IQM2) ID #:** 13077

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: City of Wheaton</th>
<th>Vendor #: 10074</th>
<th>Dept: Facilities Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td>Attn: Facilities Management</td>
<td>Email: <a href="mailto:katrina.boffa@dupageco.org">katrina.boffa@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 303 W Wesley</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 630-260-2000</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Vendor: City of Wheaton</th>
<th>Vendor #: 10074</th>
<th>Dept: Facilities Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 421 N County Farm Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 630-407-5700</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: City of Wheaton</th>
<th>Vendor #: 10074</th>
<th>Dept: Facilities Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 303 W Wesley PO Box 727</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 630-260-2000</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Ship To:

<table>
<thead>
<tr>
<th>Vendor: City of Wheaton</th>
<th>Vendor #: 10074</th>
<th>Dept: Facilities Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 421 N County Farm Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 630-407-5700</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Payment Terms

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Katie Boffa</td>
<td>Oct 1, 2018</td>
<td>Sep 30, 2019</td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<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>LO</td>
<td>FM Water utility services</td>
<td>1000</td>
<td>1100</td>
<td>53220</td>
<td>530,000.00</td>
<td>530,000.00</td>
<td>127,000.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LO</td>
<td>CC Water utility services</td>
<td>1200</td>
<td>2045</td>
<td>53220</td>
<td>127,000.00</td>
<td>127,000.00</td>
<td>127,000.00</td>
<td></td>
</tr>
</tbody>
</table>

### Requisition Total:

| $ 657,000.00 |

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

Water utility services for the County campus, for the one year period 10/01/18 through 09/30/19

### 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):

PW 08/21/18, HHS 08/21/18, CB 08/28/18
Requisition under 25k dollars

2018-199
## 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>August 9, 2018</td>
<td>$11,216.70</td>
<td>SEPTEMBER 1, 2018 - AUGUST 31, 2019</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karen Graczyk</td>
<td>Completed</td>
<td>08/09/2018 11:38 AM</td>
</tr>
<tr>
<td>Janelle Chadwick</td>
<td>Completed</td>
<td>08/09/2018 11:46 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/10/2018 12:25 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>08/13/2018 2:03 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>08/15/2018 7:41 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/16/2018 8:28 AM</td>
</tr>
<tr>
<td>Health &amp; Human Services</td>
<td>Pending</td>
<td>08/21/2018 10:15 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: ARxIUM, Inc.  Vendor #: 24540  Contract September 1, 2018 - Term: August 31, 2019
Dept: DuPage Care Center  Contact: Dale Wagener  Phone: 630-784-4275
Contract Total: $11,216.70  Assigned Committee: Health and Human Services

Description of Procurement/Scope of Work/Background
Maintenance/support for the FastPak Elite medication dispensing machine for the period September 1, 2018 through August 31, 2019

Reason for Procurement
This machine dispenses medications for the DuPage Care Center residents and out patients. It is more cost effective to purchase the annual total of maintenance/support, rather than the quarterly invoice, which includes 12% Administrative fees to all quarterly invoices.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1200-2085-53370
☐ Budget Transfer (Date)  Add'l Information

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

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

PREPARED BY AND APPROVAL(S) (Initials Only):
cdk  Aug 8, 2018  8/8/18
Prepared By  Recommended for Approval  Date  IT Approval, if required  Date

REVIEWED BY (Initials Only):
8/10/18  8-13-18
Buyer  Procurement Officer  Date

Chief Financial Officer
(Decision Memos Over $25,000)
8-15-18  Chairman's Office
(Decision Memos Over $25,000)  Date

Rev 1.8
Packet Pg. 184
**Purchase Requisition**  
**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** ARxIUM, Inc.  
  - **Vendor #:** 24540  
- **Dept:** DuPage Care Center  
- **Division:** Pharmacy
- **Attn:** Dale Wagener  
  - **Email:** dale.wagener@dupageco.org
- **Address:** 1400 Busch Parkway, Buffalo Grove, IL 60089  
  - **Phone:** 847-512-0472

### Send Invoices To:
- **Vendor:** ARxIUM, Inc.  
  - **Vendor #:** 24540  
- **Dept:** DuPage Care Center  
- **Division:** Pharmacy
- **Attn:** Dale Wagener  
  - **Email:** dale.wagener@dupageco.org
- **Address:** 400 N. County Farm Road, Wheaton, IL 60187  
  - **Phone:** 630-784-4275

### Send Payments To:
- **Vendor:** ARxIUM, Inc.  
  - **Vendor #:** 24540  
- **Dept:** DuPage Care Center  
- **Division:** Pharmacy
- **Attn:** Dale Wagener  
  - **Email:** dale.wagener@dupageco.org
- **Address:** 52226 Network Place, Chicago, IL 60673  
  - **Phone:**

### Send To:
- **Dept:** DuPage Care Center  
- **Division:** Pharmacy
- **Attn:** Dale Wagener  
  - **Email:** dale.wagener@dupageco.org
- **Address:** 400 N. County Farm Road, Wheaton, IL 60187  
  - **Phone:**

### Payment Terms
**PER 50 ILCS 505/1**

### F.O.B. Delivery Date
- **PO 20 Delivery Date:** September 1, 2018
- **Requisitioner:** Christine Kliebhan

### LN Qty UOM Item Detail (Product #) Description FY Dept # Acctg Unit Acct # Sub-Accts and/or Activity # Unit Price Extension

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Maintenance/support for the FastPak Elite medication dispensing machine</td>
<td>1200</td>
<td>2085</td>
<td>53370</td>
<td>11,216.70</td>
<td>11,216.70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $11,216.70

### Header Comments:
- Maintenance/support for the FastPak Elite medication dispensing machine for the Pharmacy at the DuPage Care Center for the period September 1, 2018 through August 31, 2019, sole source per 55 ILCS 5/5 - 1022 “Competitive Bids” (c) not suitable for competitive bids - sole source. (maintenance/support)

### Special Instructions/Comments to Buyer or Approver:

### User Department Internal Notes:
- August 21, 2018  HHS Committee
# JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>7079</th>
<th>MANUFACTURER</th>
<th>Arixum, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRODUCT #</td>
<td>FastPak Elite medication dispensing mach</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION ITEM BEING JUSTIFIED AND ITS FUNCTION:**

The Arixum, Inc. contract is specific to the medication dispensing machine located in the Pharmacy Department at the DuPage Care Center.

This machine is manufactured by Arixum, 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**

- Arixum, Inc.

**PHONE**

- 204-594-5320

**CONTACT**

- Theresa Bodner

**WEBSITE**

**WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)**

There are no other companies which provide maintenance/support for the FastPak Elite medication dispensing machine. Arixum, Inc. provides a unique machine for the packaging of bulk medications.

**HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)**

15-222-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**

8/8/18

**DEPARTMENT APPROVAL**

(date)

**Purchasing Review**

8-13-18

**Signature on File**
### Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: ARxIUM, Inc.</th>
<th>Company Contact: Theresa Bodner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 204-594-5320</td>
<td>Contact Email: <a href="mailto:tbodner@arxiium.com">tbodner@arxiium.com</a></td>
</tr>
</tbody>
</table>

**Bld/Contract/PO #:**

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 read, 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)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2807-0001 SERV</th>
<th>Original Purchase Order Date: Oct 17, 2018</th>
<th>Change Order #:</th>
<th>Department: DuPage Care Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Pulmonary Exchange LTD. dba PEL/VIP Medical Staffing</td>
<td>Vendor #: 11800</td>
<td>Dept Contact: Clementine Nelson</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
This contract is for rental of respiratory care equipment for the DuPage Care Center for the period October 22, 2017 through October 21, 2018, per Q17-209-0V. Five (5) residents have been prescribed this modality and the department analyzed the contract and it has been determined that this contract will need to be increased for future rentals through the contract period of 10/21/18. Increase 1200-2050-53410 in the amount of $6,500.00 to cover rentals through the end of contract period of 10/21/18.

**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>A Starting contract value</th>
<th>$14,160.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$14,160.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$20,660.00</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>45.90%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>45.90%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Change budget code from: ________________________________ to: ________________________________
- [ ] Increase/Decrease quantity from: ________________________________ to: ________________________________
- [ ] Price shows: ________________________________ should be: ________________________________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from: ________________________________ to: ________________________________
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source: ________________________________
- [ ] OTHER - explain below:

Prepared By (Initials) 4208 Phone Ext Aug 3, 2018 8/6/18
Recommended for Approval (Initials) Phone Ext Date 8-15-18

Reviewed By (Initials Only)

Buyer ________________________________ 8/15/18 Procurement Officer 8-15-18
Chief Financial Officer (Decision Memos Over $25,000) 8-15-18 Chairman's Office (Decision Memos Over $25,000) 8-15-18

Attachment: Pulmonary Exchange Change Order (17-18-808 : Pulmonary Exchange LTD. dba PEL/VIP Medical Staffing)
Decision Memo

Procurement Services Division

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

Date: Aug 3, 2018
MinuteTraq (IQM2) ID #: 13250
Department Requisition #: 2807-0001serv

Requesting Department: DuPage Care Center
Department Contact: Clementine Nelson
Contact Email: clementine.nelson@dupageco.org
Contact Phone: 630-784-4251
Vendor Name: Pulmonary Exchange LTD. dba PEL/VIP Medical Staffing
Vendor #: 11800

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 $6,500.00

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 rental of respiratory care equipment for the DuPage Care Center for the period October 22, 2017 through October 21, 2018.
There has been five (5) additional residents that have been prescribed by Physician this type of modality. The department then analyzed the contract and was determined that an increase would be necessary to cover the rentals through October 21, 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.
The department has analyzed this contract and has been determined that due to the increase in the addition of residents prescribed for usage of Cpap/BiPap for rental could not be foreseen.

Source Selection/Vetting Information - Describe method used to select source.
Q17-209-GV

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1. DuPage Care Center recommends that this contract be increased in the amount of $6,500.00 to cover rentals through October 21, 2018.
2. Do not increase contract in the amount of $6,500.00 to cover rentals through October 21, 2018, however, DuPage Care Center will still need to provide the necessary rental for proper standard of care.

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: $6,500.00
**Required Vendor Ethics Disclosure Statement**

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Pulmonary Exchange Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>708-423-8080</td>
</tr>
<tr>
<td>Company Contact:</td>
<td>Kay Kalinzy</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:kay.kalinzy@pelvip.com">kay.kalinzy@pelvip.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by each 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 contractor bid and shall update such disclosure with any changes that may occur.

**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>

**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.

**Signature on File**

Authorized Signature: [Signature]

Printed Name: Kay Kalinzy

Title: CPO

Date: 11-14-2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of _______ (total number of pages)
### DuPage County, Illinois
#### BUDGET ADJUSTMENT
Effective September 21, 2016

**DUPAGE CARE CENTER**  
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2100</td>
<td>53808</td>
<td></td>
<td>STATUTORY &amp; FISCAL CHARGES</td>
<td>$800.00</td>
<td>67,911.99</td>
<td>109,911.99</td>
<td>810,18</td>
</tr>
<tr>
<td>2085</td>
<td>52200</td>
<td></td>
<td>OPERATING SUPPLIES &amp; MATERIALS</td>
<td>$1,431.00</td>
<td>15,311.90</td>
<td>13,840.90</td>
<td></td>
</tr>
<tr>
<td>2040</td>
<td>54010</td>
<td></td>
<td>BUILDING IMPROVEMENTS</td>
<td>$30,000.00</td>
<td>89,986.35</td>
<td>869,126.35</td>
<td></td>
</tr>
</tbody>
</table>

 **Total**  
$32,231.00

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2025</td>
<td>53070</td>
<td></td>
<td>MEDICAL SERVICES</td>
<td>$800.00</td>
<td>(14,000)</td>
<td>17,800</td>
<td>810,18</td>
</tr>
<tr>
<td>2095</td>
<td>53807</td>
<td></td>
<td>SOFTWARE MAINT AGREEMENTS</td>
<td>$1,431.00</td>
<td>(1366)</td>
<td>1065</td>
<td></td>
</tr>
<tr>
<td>2040</td>
<td>53010</td>
<td></td>
<td>ENGINEERING/ARCHITECTURAL SVC</td>
<td>$30,000.00</td>
<td>(16,781.85)</td>
<td>13,218.15</td>
<td></td>
</tr>
</tbody>
</table>

 **Total**  
$32,231.00

**Reason for Request:**
Transfer monies to allow payments for GS/1 maintenance, clinical updates, price updates and CareVoyant for the Pharmacy Department; new hire physicals for Dining Services and CDM Electrical Engineering Services for domestic water heater replacement project.

---

**Signature on file**

Department Head  
Date

**Signature on file**

Chief Financial Officer  
Date

---

**Finance Department Use Only**

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

---

**Signature on file**

HHS  
Date

**Signature on file**

FIN  
Date

---

**Signature on file**

CB  
Date

---

**Packet Pg. 191**
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective September 21, 2016  

From: 5000  
Company #  

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Finance Dept Use Only</th>
<th>Available Balance</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1480</td>
<td>50000</td>
<td></td>
<td>REGULAR SALARIES</td>
<td>$ 6,210.00</td>
<td>23,688.79</td>
<td>8/10/18</td>
</tr>
<tr>
<td>1480</td>
<td>53500</td>
<td></td>
<td>MILEAGE EXPENSE</td>
<td>$ 3,786.00</td>
<td>3,786.03</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total $ 9,996.00

To: 5000  
Company #:  

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Finance Dept Use Only</th>
<th>Available Balance</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1480</td>
<td>51000</td>
<td></td>
<td>BENEFIT PAYMENTS</td>
<td>$ 2,485.00</td>
<td>(2,485.00)</td>
<td>8/10/18</td>
</tr>
<tr>
<td>1480</td>
<td>53260</td>
<td></td>
<td>WIRELESS COMMUNICATION SVC</td>
<td>$ 247.00</td>
<td>(756.30)</td>
<td>8/10/18</td>
</tr>
<tr>
<td>1480</td>
<td>53510</td>
<td></td>
<td>TRAVEL EXPENSE</td>
<td>$ 4,834.00</td>
<td>4,834.68</td>
<td></td>
</tr>
<tr>
<td>1480</td>
<td>53610</td>
<td></td>
<td>INSTRUCTION &amp; SCHOOLING</td>
<td>$ 2,429.00</td>
<td>2,428.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total $ 9,996.00

Reason for Request:  
To move grant funds to cover payout of vacation time sold and to cover conference expenses that will be paid differently than originally budgeted.

Signature on file

Department Head: 
8/10/18  

Activity: HUDHMIS-18  
8-10-18

Chief Financial Officer: 

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

Finance Department Use Only

Fiscal Year: 2018  
Budget Journal #:  
Acctg Period:  

Entered By/Date:  
Released By/Date:  
Posted By/Date:  

HHS 8/31
FIN 8/31
CB 8/31

Packet Pg. 192
Other Action Item
17-18-811

<table>
<thead>
<tr>
<th>Request Date: 08/08/2018</th>
<th>Account Code: 5000-1650</th>
</tr>
</thead>
</table>

Purpose of Trip: (explain fully the necessity of making the trip)
Attend the R.O.M.A. in-service training to maintain R.O.M.A. trainer credentials required for the CSBG grant.

Destination: Springfield, IL

<table>
<thead>
<tr>
<th>Date of Departure: 9/11/2018</th>
<th>Date of Return Arrival: 9/12/2018</th>
</tr>
</thead>
<tbody>
<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>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>0</td>
</tr>
<tr>
<td>Transportation</td>
<td>0</td>
</tr>
<tr>
<td>Lodging</td>
<td>$80.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous Expenses (parking, mileage, etc.)</td>
<td>$225.00</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$77.00</td>
</tr>
<tr>
<td>Total</td>
<td>$382.00</td>
</tr>
</tbody>
</table>

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-812

Request Date: 8/9/2018  Account Code: 5000-1440

Purpose of Trip: (explain fully the necessity of making the trip)
National Association for County Community and Economic Development (NACCED) Annual Conference and Training. CDBG grant funded.

Destination: Minneapolis, MN

Date of Departure: 9/22/2018  Date of Return: 9/26/2018
(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>$495.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>$500.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>$765.00</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>$288.00</td>
</tr>
<tr>
<td>Total</td>
<td>$2,048.00</td>
</tr>
</tbody>
</table>

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

______________________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item
17-18-813

Request Date: 8/9/2018  Account Code: 5000-1440

Purpose of Trip: (explain fully the necessity of making the trip)
National Association for County Community and Economic Development (NACCED) Annual Conference and Training. CDBG grant funded.

Destination: Minneapolis, MN

Date of Departure: 9/22/2018  Date of Return Arrival: 9/26/2018
(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>$475.00</td>
</tr>
<tr>
<td>Transportation:</td>
<td>$250.00</td>
</tr>
<tr>
<td>Lodging:</td>
<td>$765.00</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous Expenses (parking, mileage, etc.)</td>
<td>$250.00</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$288.00</td>
</tr>
<tr>
<td>Total</td>
<td>$2,028.00</td>
</tr>
</tbody>
</table>

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-814

Request Date: 8/7/2018

Account Code: 5000-1440

Purpose of Trip: (explain fully the necessity of making the trip)

National Association for County Community and Economic Development (NACCED) Annual Conference and Training. CDBG grant funded.

Destination: Minneapolis, MN

Date of Departure: 9/22/2018

Date of Return Arrival: 9/26/2018

(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>$475.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>$500.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>$765.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals (Per Diems)</td>
<td>$288.00</td>
</tr>
<tr>
<td>Total</td>
<td>$2,028.00</td>
</tr>
</tbody>
</table>

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-815

Request Date: 8/7/2018  Account Code: 5000-1440

Purpose of Trip: (explain fully the necessity of making the trip)
National Association for County Community and Economic Development (NACCED) Annual Conference and Training. CDBG grant funded.

Destination: Minneapolis, MN

Date of Departure: 9/22/2018  Date of Return Arrival: 9/26/2018
(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>$475.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>$500.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>$765.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous Expenses (parking, mileage, etc.)</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$288.00</td>
</tr>
<tr>
<td>Total</td>
<td>$2,028.00</td>
</tr>
</tbody>
</table>

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Request Date: 8/16/2018  
Account Code: 5000-1650

Purpose of Trip: (explain fully the necessity of making the trip)
To attend the Results Oriented Management and Accountability (ROMA) In-Service on 9/11 for necessary continuing education and the Adult Protective Services Phase II Training on 9/12-9/13 for certification in APS.

Destination: Springfield, IL

Date of Departure: 9/11/2018  
Date of Return Arrival: 9/13/2018

(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>0</td>
</tr>
<tr>
<td>Lodging:</td>
<td>$280.00</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous (parking, mileage, etc.)</td>
<td>$20.00</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$100.50</td>
</tr>
<tr>
<td>Total</td>
<td>$400.50</td>
</tr>
</tbody>
</table>

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**Request Date:** 8/16/2018  
**Account Code:** 5000-1650  

**Purpose of Trip:** (explain fully the necessity of making the trip)  
To attend the Adult Protective Services Phase III Training to be certified as an Adult Protective Services Supervisor.

**Destination:** Springfield, IL

**Date of Departure:** 10/24/2018  
**Date of Return Arrival:** 10/26/2018  
(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>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>$20.00</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$100.25</td>
</tr>
<tr>
<td>Total:</td>
<td>$359.25</td>
</tr>
</tbody>
</table>

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

____________________________
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest: _________________________________  
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-818

<table>
<thead>
<tr>
<th>Request Date:</th>
<th>8/16/2018</th>
<th>Account Code:</th>
<th>5000-1720</th>
</tr>
</thead>
</table>

| Purpose of Trip: (explain fully the necessity of making the trip) |
| To attend the Adult Protective Services (APS) Phase II Training required for position. |

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Springfield, IL</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Departure:</th>
<th>9/12/2018</th>
<th>Date of Return Arrival:</th>
<th>9/13/2018</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>0</td>
</tr>
<tr>
<td>Transportation</td>
<td>0</td>
</tr>
<tr>
<td>Lodging</td>
<td>$130.00</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous (parking, mileage, etc.)</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>$50.25</td>
</tr>
<tr>
<td>Total</td>
<td>$180.25</td>
</tr>
</tbody>
</table>

Enacted and approved this 28th day of August, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
### Other Action Item

17-18-819

<table>
<thead>
<tr>
<th>Request Date:</th>
<th>8/16/2018</th>
<th>Account Code:</th>
<th>5000-1720</th>
</tr>
</thead>
</table>

#### Purpose of Trip: (explain fully the necessity of making the trip)

To attend the Adult Protective Services (APS) Phase III Training required for position.

<table>
<thead>
<tr>
<th>Destination:</th>
<th>Springfield, IL</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Departure:</th>
<th>10/24/2018</th>
<th>Date of Return Arrival:</th>
<th>10/26/2018</th>
</tr>
</thead>
</table>

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

---

**Please indicate the estimated amount for each applicable expense.**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration:</td>
<td>0</td>
</tr>
<tr>
<td>Transportation:</td>
<td>0</td>
</tr>
<tr>
<td>Lodging:</td>
<td>$250.00</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>0</td>
</tr>
<tr>
<td>Miscellaneous (parking, mileage, etc.):</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>$350.50</td>
</tr>
</tbody>
</table>

Enacted and approved this 28th 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 #: 2759-1 SERV
Original Purchase Order Date: Sep 26, 2017
Change Order #: 1
Department: Facilities Management
Vendor Name: Weatherproofing Technologies, Inc.
Vendor #: 13080
Dept Contact: Katie Bofka

Background and/or Reason for Change Order Request:
Change order to extend contract to 11/30/18. 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.

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$365,490.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$365,490.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$365,490.00</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>0.00%</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: Jun 30, 2018 to: Nov 30, 2018
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- Funding Source
- OTHER - explain below:

KB 5695 Aug 8, 2018 QC 8/18
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

BUYER 8/10/18 PROCUREMENT OFFICER 8-13-18
Date

Chief Financial Officer 8-18-18 Chairman's Office 8-15-18
(Decision Memos Over $25,000) Date (Decision Memos Over $25,000) Date

CONSENT AGENDA AUG 28 2018
Packet Pg. 202

Attachment: Weatherproofing Technologies 2759-1 extend Change Order (17-18-820 : Weatherproofing Technologies)
**Decision Memo**

**Procurement Services Division**

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

**Date:** Aug 8, 2018  
**MinuteTraq (IQM2) ID #:** 13248

**Department Requisition #:**

---

**Requesting Department:** Facilities Management  
**Department Contact:** Katie Boffa  
**Contact Email:** katrina.boffa@dupageco.org  
**Contact Phone:** 630-407-5700  
**Vendor Name:** Weatherproofing Technologies, Inc.  
**Vendor #:** 13080

---

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

Approve change order to extend contract to 11/30/18 for county contract 2759-1 SERV issued to Weatherproofing Technologies, Inc. No change in contract total.

---

**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 the restoration of roofs 10, 11, 12, 13, 14, 15, 35, 37, 38, 39, 40, 41 and 42 at the DuPage Care Center. An extension is necessary in order to complete the project due to weather conditions, too cold in the fall and too wet in the spring.

---

**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.

Roof restoration at the Dupage Care Center is necessary to protect the integrity of the building envelope, to ensure facilities are reliable for proper operation as to not impact the life, health and safety of our employees and the residents.

---

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

Through National IPA/TCPN Tremco Incorporated and its affiliate WTI (Weatherproofing Technologies, Inc.) provide access to an exceptional range of roofing components and services that can extend a roofs service life, reducing life cycle costs while improving performance. Tremco was the first manufacturer to develop a two part bio-based polyurethane roof coating system, specificity for roof restorations. Staff has verified that this contract is the most cost effective approach for the needed roof work to be completed. This method is approximately 50% less then traditional roof construction and comes with a 20-year warranty. This product has been tested and verified in other campus projects. Tremco/WTI invented this product and is the most versed in the application methodology. Other providers may be able to apply the roof coating, but the product would still be obtained from Tremco.

---

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

Staff recommends the approval of change order to extend contract.  
Do not approve the change order and do not pay the vendor through the 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.

Monies are budgeted for this project in capital budget line 1200-2040-54010.

---