

# **PUBLIC SAFETY COMMITTEE**

## **AGENDA**

**Called by:** Aaron Booker, Chairman  
**Members:** Fred Wescott, John  
Butitta, Paul Arena, Angie Goral,  
Dan Fellars, Dorothy Redd

**DATE:** THURSDAY, APRIL 16, 2020  
**TIME:** 5:30PM  
**LOCATION:** VIRTUAL MEETING - ZOOM  
[WWW.WINCOIL.US/FEATURED-ITEMS/WATCH-COUNTY-BOARD-MEETINGS-ONLINE](http://WWW.WINCOIL.US/FEATURED-ITEMS/WATCH-COUNTY-BOARD-MEETINGS-ONLINE)  
(WINNEBAGO COUNTY YOUTUBE LIVE)

### **AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Public Comment – This is the time we invite the public to address the Public Safety Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- D. Resolution Approving Subcontractor Agreement for the Department of Justice Violence Against Women FY 20 Improving Criminal Justice Responses to Domestic Violence, Dating Violence and Stalking Program
- E. Resolution Approving Subcontractors Agreement for County of Winnebago Problem Solving Courts
- F. Resolution Renewing the Annual Maintenance Agreement for X-Ray Scanners.
- G. Other Matters
- H. Adjournment

**RESOLUTION  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2020 CR \_\_\_\_\_

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENT FOR THE  
DEPARTMENT OF JUSTICE VIOLENCE AGAINST WOMEN FY20 IMPROVING  
CRIMINAL JUSTICE RESPONSES TO DOMESTIC VIOLENCE, DATING  
VIOLENCE, AND STALKING PROGRAM**

**WHEREAS**, the County has been awarded continuation funding for the Department of Justice's Office on Violence Against Women (OVW) FY20 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, and Stalking Program (hereinafter the "Grant"); and

**WHEREAS**, in order to provide the Grant deliverables, the County desires to contract with Remedies Renewing Lives as a subcontractor (hereinafter the "Subcontractor"); and

**WHEREAS**, Subcontractor will provide the services of a full-time Probation Victim Advocate/Walk-In Counselor, a full-time Law Enforcement Victim Advocate, and a part-time Legal Advocate over the term of the Grant; and

**WHEREAS**, the understanding between the County and the Subcontractor related to the terms under which the Subcontractor will provide the necessary Grant services is set forth in the agreement attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the agreement between the County of Winnebago and Remedies Renewing Lives is approved in substantially the same form as the agreement attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, to execute the agreement attached hereto as Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,  
PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the  
County Board of the

County of Winnebago, Illinois

**AGREEMENT BETWEEN WINNEBAGO COUNTY,  
ILLINOIS AND REMEDIES RENEWING LIVES**

This Agreement is made and entered into this the first day of October, 2019, by and between Winnebago County, Illinois with an address at 404 Elm Street, Rockford, Illinois 61101 (hereinafter the "County") and Remedies Renewing Lives with an address at 220 Easton Parkway, Rockford, Illinois 61108 (hereinafter the "Subcontractor").

WHEREAS, the County has been awarded the U.S. Department of Justice's Office on Violence Against Women (OVW) FY 20 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Violence, and Stalking Program (hereinafter the "Grant"); and

WHEREAS, the County wishes to utilize the services of Subcontractor in the performance of the grant; and

WHEREAS, the Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the exchange, receipt, and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. **Term:** The term of this Agreement shall begin on October 1, 2019 and terminate on September 30, 2022, unless extended by written agreement of the parties. This Agreement will not be automatically renewed.

2. **Scope of Services:**

(a) Subcontractor shall provide the services of a full-time Probation Victim Advocate/Walk-In Counselor. The Probation Advocate/Walk-In Counselor will be an employee of Subcontractor, and Subcontractor shall do all necessary posting, hiring and terminating for the position. The Probation Advocate/Walk-In Counselor will work 20 hours per week to support victims/survivors referred by the Winnebago County Adult Probation Department and will work 20 hours per week to support victims/survivors referred through Remedies Renewing Lives Domestic Violence Program as a Walk-In (Non-Residential Services) Counselor. Subcontractor will ensure that the Probation Advocate/Walk-In Counselor is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Probation Advocate/Walk-In Counselor individual office will be at the Winnebago County Domestic Violence Assistance Center which is located inside the Winnebago County Courthouse. Subcontractor shall provide

the Probation Advocate/Walk-In Counselor with any and all necessary office equipment and supplies.

The services to be provided and/or offered by the Probation Advocate/Walk-In Counselor shall include but not be limited to the following:

- (1) Act as a liaison between Winnebago County Adult Probation Department staff and victims/survivors;
- (2) Provide advocacy and support with victims/survivors of domestic violence which may include individual and group advocacy-based counseling services;
- (3) Provide domestic violence safety planning;
- (4) Collaborate with community partners such as local social service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and
- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(b) Subcontractor shall provide the services of a full-time Law Enforcement Victim Advocate. The Law Enforcement Victim Advocate will be an employee of Subcontractor, and Subcontractor shall do all necessary posting, hiring and terminating for the position. The Law Enforcement Victim Advocate will work 40 hours per week. Subcontractor will ensure that the Law Enforcement Victim Advocate is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Law Enforcement Victim Advocate will be co-located with the City of Rockford and Winnebago County Sheriff's Police Departments Domestic Violence Units located inside the Winnebago County Criminal Justice Center. The Law Enforcement Victim Advocate shall only share individual office space with staff of Remedies Renewing Lives. Subcontractor shall provide the Law Enforcement Victim Advocate with any and all necessary office equipment and supplies.

The services to be provided by the Law Enforcement Victim Advocate shall include but not be limited to the following:

- (1) Act as a liaison between City of Rockford and Winnebago County Sheriff's Police Department's staff and victim/survivors;
- (2) Provide individual advocacy and support with victims/survivors of domestic violence;

- (3) Provide domestic violence safety planning;
- (4) Collaborate with the Winnebago County Sheriff's Police and Civil Process Department's as well as other appropriate or necessary law enforcement agencies to improve the service rate of orders of protection so as to increase overall safety and support for victims/survivors of domestic violence; and
- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(c) Subcontractor shall provide the services of a part-time Legal Advocate as described in the contract between the County and Subcontractor for the U.S. Department of Justice, Office on Violence Against Women FY15 Continuation Justice for Families grant program. Under the terms of this ICJR FY20 Contract, the Legal Advocate will work 10 hours per week and will be available to provide advocacy and support with victims/survivors who are participating in order of protection proceedings held in the Family Courts, which are outside the realm of the 17<sup>th</sup> Judicial Circuit Court of the State of Illinois Domestic Violence Coordinated Courts. Subcontractor will ensure that the Legal Advocate is properly trained and receives 40-hours of domestic violence training as described within the Illinois Domestic Violence Act so as to establish awareness and knowledge of domestic violence advocacy and services and to formally establish confidentiality standards under the law. The Legal Advocate individual office will be at the Winnebago County Domestic Violence Assistance Center which is located inside the Winnebago County Courthouse. Subcontractor shall provide the Legal Advocate any and all necessary equipment and supplies.

The services to be provided by the Legal Advocate shall include but not be limited to the following:

- (1) Assist victims/survivors with the petition for an emergency order of protection, accompany victims/survivors to court for both the emergency and plenary order of protection hearings and provide follow-up support as necessary/requested by victims/survivors;
- (2) Provide individual advocacy and support with victims/survivors of domestic violence;
- (3) Provide domestic violence safety planning;
- (4) Collaborate with community partners such as local social service providers, law enforcement, probation, prosecuting attorneys and judiciary so as to increase overall safety and support for victims/survivors of domestic violence; and

- (5) Ensure any collaboration or advocacy specific to an individual client of Remedies Renewing Lives and/or victim/survivor includes expressed written, time-limited consent by the client and/or victim/survivor.

(d) If at any time any the Probation Advocate/Walk-In Counselor, Law Enforcement Victim Advocate and/or Legal Advocate provided by Subcontractor under this Agreement are terminated, resign, or otherwise cease to be employed by Subcontractor for any reason, Subcontractor shall work diligently to immediately notify the Grant Program Manager of the vacancy and to fill the vacant position in an expeditious manner.

3. **Payment:**

(a) The County agrees to pay Subcontractor for the services of the Probation Advocate/Walk-In Counselor the sum of \$40,325.74 for year one (1) of this Agreement, \$41,428.71 for year two (2) of this Agreement, and \$42,564.76 for year three (3) of this Agreement for a total amount not to exceed \$124,319.21 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(b) The County agrees to pay Subcontractor for the services of the Law Enforcement Victim Advocate the sum of \$41,426.91 for year one (1) of this Agreement, \$42,562.92 for year two (2) of this Agreement, and \$43,733.02 for year three (3) of this Agreement for a total amount not to exceed \$127,722.85 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(c) The County agrees to pay Subcontractor for the services of the Legal Advocate the sum of \$12,137.71 for year one (1) of this Agreement, \$12,418.97 for year two (2) of this Agreement, and \$12,708.66 for year three (3) of this Agreement for a total amount not to exceed \$37,265.34 over the term of this Agreement. Said amount includes FICA withholding, worker's compensation insurance, life and disability insurance, unemployment insurance, retirement benefits, health and dental benefits, and estimated health claims.

(d) Subcontractor shall submit invoices monthly, describing in detail all work performed during the invoice period and itemizing and explaining all expenses for which reimbursement is claimed. Said invoices shall be sent via email to: Kelsey Hart at [khart@17thcircuit.illinoiscourts.gov](mailto:khart@17thcircuit.illinoiscourts.gov). Subcontractor shall submit to the County a final invoice, clearly marked FINAL, not later than thirty (30) days after expiration or termination of this Agreement.

(e) Subject to the receipt by the County of the funds from the Grant for the purposes of performing this Agreement, the County will make payment to Subcontractor upon the



submission of monthly invoices to the County. Within thirty (30) days the County shall approve or disapprove payment of the invoices, and if approved, shall make payments to Subcontractor equal to the amount of such approved expenditures.

(f) Notwithstanding the foregoing, or anything contained in this Agreement to the contrary, Subcontractor acknowledges and agrees that, as Subcontractor's work under this Agreement is being funded by a government grant, the County's obligation to make payments to Subcontractor hereunder is expressly contingent upon the County's actual receipt of monies under such grant.

(g) No amounts, other than those set forth in this Paragraph 3, shall be payable to Subcontractor under this Agreement, unless agreed upon in writing by both parties.

4. **Records:**

(a) Subcontractor shall ensure that records of the funds paid by the County to Subcontractor are separately maintained and that any information required to be accessed pursuant to this Agreement can be readily located. Subcontractor shall protect the records adequately against fire or other damage.

(b) Subcontractor shall maintain, for a minimum of three (3) years after the date of final payment under this Agreement, such books and records relating to performance of this Agreement which are necessary to support the amounts charged to the County by Subcontractor under this Agreement.

(c) The County shall have the right of access to any books, documents, papers, or other records of Subcontractor which are pertinent to this Agreement in order to make audits or fiscal reviews, examinations, excerpts, and transcripts. This right of access shall not be limited to the required retention period, but shall last as long as the records are retained by Subcontractor.

(d) For employees that are funded from multiple funding sources, including this grant program, documentation of work performed must be kept in accordance with Subcontractor's internal policies and procedures. These records must be retained for a minimum of three (3) years after the date of final payment under this Agreement and must be made available for auditing purposes.

5. **Confidentiality:**

Each party agrees to comply with all State and Federal laws, rules and regulations regarding the confidentiality of victim/survivor/client identifying records and information including but not limited to the Illinois Domestic Violence Act (IDVA) and the U.S. Family Violence Prevention

and Services, Violence Against Women and Victims of Crime Acts (FVPSA, VAWA and VOCA).

6. **Assurances:** This Agreement governs work to be done under a Federal award. Such Federal award imposes upon the County specific responsibility for ensuring that all required assurances are obtained. Accordingly, Subcontractor agrees to comply with all applicable Federal and State laws including but not limited to the following:

(a) **Lobbying:** Subcontractor hereby certifies the following:

(1) No Federally-appropriated funds have been paid or will be paid, whether by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Federal contract, grant, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(b) Subcontractor shall require that any person assigned to perform services hereunder comply with all provisions of the Illinois Motor Vehicle Code, including: (1) the requirement contained in Section 12-603.1 of the Code, 625 ILCS 5/12-603.1, that drivers and passengers of motor vehicles operated on a street or highway wear a seat safety belt; and, (2) the prohibition contained in Section 12-610.2 of the Code, 625 ILCS 5/12-610.2, that a person not use an electronic communication device to compose, send or read an electronic message when operating a motor vehicle on a roadway.

7. **Termination:**

(a) Right to terminate for convenience: Either party may terminate this Agreement for convenience upon thirty (30) days written notice.

(b) County's right to terminate for cause: County may terminate this Agreement, in whole or in part, immediately upon written notice to Subcontractor or at such later date as the County may establish in such notice, upon the occurrence of any of the following events:

(1) The County fails to receive funding at levels sufficient to pay for Subcontractor's work;

(2) Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source;

(3) Subcontractor no longer holds any license or certificate that is required to perform the work; or

(4) Subcontractor commits any material breach or default of any covenant, obligation or agreement under this Agreement, fails to perform the work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the work as to endanger Subcontractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within five (5) business days after receipt by Subcontractor of the County's notice, or such longer period as the County may specify in such notice.

(c) Subcontractor's right to terminate for cause: Subcontractor may terminate this Agreement upon thirty (30) days' written notice to the County if the County fails to pay Subcontractor pursuant to the terms of this Agreement and the County fails to cure within thirty (30) days after receipt of Subcontractor's notice, or such longer period of cure as Subcontractor may specify in such notice.

(d) Remedies upon termination:

(1) In the event of termination pursuant to subsection (b)(1), (b)(2) or (c), Subcontractor's sole remedy shall be a claim for the amount due for any work completed under this Agreement until the date of receipt of the notice of termination.

(2) In the event of termination pursuant to subsection (b)(3) or (b)(4), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Subcontractor was not in default under subsection (b)(3) or (b)(4), then the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to subsection (b)(1), (b)(2) or (c).

(e) Subcontractor's tender upon termination: Upon receiving a notice of termination of this Agreement, Subcontractor shall immediately cease all activities under this Agreement, unless the County expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Subcontractor shall deliver to the County all documents, information, works-in-

progress and other property that are or would be deliverables had the Agreement been completed. Upon the County's request, Subcontractor shall surrender to anyone the County designates, all documents, research or objects or other tangible things needed to complete the work.

8. **Relationship of Parties:** It is understood and agreed between the parties that this Agreement is not intended to nor does it create an employment contract between the County, on the one hand, and the Subcontractor and any of its employees, on the other hand, nor does it create a joint relationship or partnership between the parties hereto. Neither Subcontractor nor its employees are entitled to benefits that the County provides for County employees. Subcontractor's relationship to the County is solely and exclusively that of an independent contractor. Except as specifically permitted in this Agreement, neither party shall incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

9. **Assignment:** Subcontractor shall not assign this Agreement or enter into subcontracts for any of the work described herein without the prior written consent of the County.

10. **Indemnification:** Subcontractor agrees to indemnify and hold harmless the County, its officers, agents and employees from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorney's fees incurred on account thereof, that may be asserted for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Subcontractor's performance or nonperformance of this Agreement.

11. **Warrant of Authority:** Each party to this Agreement warrants to the other that each has full authority to enter into this Agreement and to perform under its terms.

12. **Disputes:** Except as may be preempted by Federal law, this Agreement is governed by the laws of the State of Illinois, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of competent jurisdiction in the Court of Winnebago, State of Illinois.

13. **Compliance with laws:** Both parties hereto agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

14. **Insurance:** Where Subcontractor requires the use of a vehicle in the performance of work under this Agreement, Subcontractor shall, at all time during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to the County, for property damage, bodily injury or death. Subcontractor shall provide the County with evidence of such insurance upon request.

Subcontractor agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the County. Client shall furnish the County, upon request, with a certificate of insurance or other written document reasonably satisfactory to the County as evidence of its insurance coverage in full force and effect.

15. **Notices:** All notices to the County in connection with this Agreement shall be sent to:

Improving Criminal Justice Responses Grant Program  
Attn: Kelsey Hart  
400 W. State Street, Suite 215  
Rockford, IL 61101

All notices to Subcontractor in connection with this Agreement shall be sent to:

Remedies Renewing Lives  
Attn: Gary Halbach  
220 Easton Parkway  
Rockford, IL 61108

16. **Force Majeure:** Anything to the contrary notwithstanding, the parties to this Agreement shall not be liable, nor shall any credit or other remedy be extended, for the parties' failure, in whole or in part, to fulfill their obligations under this Agreement where such failure arises from or in connection with causes beyond the parties' control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attacks, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, the parties shall be excused from performance hereunder.

17. **Entire Agreement:** This Agreement constitutes the sole, full and complete Agreement by and between the parties with regard to the subject matter of this Agreement. No amendments, changes, additions, deletions, or modifications to or of this Agreement shall be valid unless reduced to writing and countersigned by the parties. This Agreement supersedes and cancels any previous agreement, whether written or oral, entered into between the parties related to the subject matter hereof. All terms of this Agreement which by their nature have continuing effects shall survive the termination or expiration of this Agreement.

18. **Waiver:** The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

19. **Invalidity.** If any term, provision or condition contained in this Agreement is held to be invalid or unenforceable, to any extent, the remainder of this Agreement (or the application of the term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. **Headings:** The headings contained in this Agreement are inserted solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

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

THE COUNTY OF WINNEBAGO

By: \_\_\_\_\_

REMEDIES RENEWING LIVES

By: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
BETWEEN  
WINNEBAGO COUNTY, ILLINOIS  
AND  
GATEWAY FOUNDATION, INC.**

The Winnebago County Circuit Court (hereinafter "Court"), with administrative offices located at 400 West State Street, Rockford, Illinois 61101, the County of Winnebago (hereinafter "County"), with administrative offices located at 403 Elm State Street, Rockford, Illinois 61101, and Gateway Foundation, Inc. (hereinafter "Gateway"), with administrative offices located at 55 E. Jackson, Suite 1500, Chicago, IL 60604, enter into this Agreement for Residential Substance Abuse Treatment Services (the "Agreement") to set forth the referral and coordination of treatment services for individuals involved in Winnebago County Drug and Winnebago County Therapeutic Intervention Program (hereinafter "TIP").

For the consideration set forth below, the sufficiency of which being hereby acknowledged, Court, County, and Gateway (hereinafter the "Parties") agree as follows:

- A. **Scope of Services** - Winnebago County Drug and Winnebago County TIP will make referrals to Gateway for residential substance abuse services to be provided by Gateway.

Under the terms of his Agreement, Gateway shall perform the following on-site services (this list is not exhaustive):

- Biopsychosocial assessment;
- Psychiatric evaluation; as needed;
- Treatment and discharge planning;
- A minimum of 25 hours of group and educational services weekly;
- Routine nursing, medical and dietary care and education;
- 24 hour supervision, 7 days a week;
- Case management;
- Recreation activities;
- Family education and counseling, when appropriate;
- 12-step orientation meetings and provision for alternative aftercare services;
- GED preparation, if requested, provided that instructors are available;
- Comprehensive discharge planning; and
- Written progress reports as requested.

Under the terms of his Agreement, Court shall provide the following on-site services:

- Participate in case staffing;
- Written exchange of information including but not limited to relevant medical, psychiatric and court report information;
- Court appearances; and
- Site visits as necessary.

**B. Compensation - Court and County agree to reimburse Gateway for residential substance abuse services as follows:**

1. Residential treatment at the rate of \$298.98 per day with additional services billed at the set State rate. However, in the event that Gateway receives a rate for residential substance abuse treatment services with the State of Illinois that exceeds the rate set forth above, the above rate shall be increased upon thirty (30) days' notice from Gateway to Court and County.
2. The Parties acknowledges that the residential treatment rate set forth above is equal to or less than the rate Gateway charges to other organizations or entities for similar services, under similar facts and circumstances.
3. Winnebago County Court funds are designated for clients that do not have third-party insurance or who are ineligible for benefits from any third party payor. Gateway agrees that all services provided hereunder will first be billed to a participant's third party payor, such as a qualified group health insurance plan, a private health insurance plan, or Medicaid, if available and subject to applicable law. Gateway further agrees that it will follow and comply with all ARI subcontractor requirements.
4. The Parties acknowledge that there is \$112,017 budgeted from ARI funding for residential substance abuse services during the term of this Agreement. This sum is budgeted and will be used to compensate Gateway and other residential substance abuse providers involved with Winnebago County Drug and Winnebago County TIP. Shared expenditures amongst all residential substance abuse providers may not exceed \$112,017. It is agreed and acknowledged that Gateway shall not be required to provide any additional services hereunder in the event that the above reimbursement cap is exceeded.
5. Invoices will include the participants name and dates of service. Invoices will be submitted to the 17<sup>th</sup> Judicial Circuit Court's Trial Court Administration by the 5<sup>th</sup> day of each month.

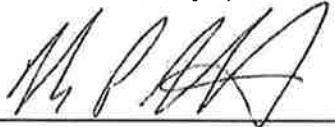
**C. Acceptance of Referrals - Gateway's acceptance of referrals shall be based on current admission policies and procedures of Gateway (as may be amended from time to time) and the availability of beds. Continued stay shall be based on Gateway's criteria in effect from time to time.**



- D. Termination of Clients** - Gateway reserves the right to immediately terminate a client for violation of program rules established by Gateway and in effect from time to time, but shall advise Winnebago County Court prior to termination so that Winnebago County court can make arrangements to pick up or relocate the client.
- E. Insurance** - Gateway shall at its own expense procure and maintain professional and comprehensive general liability insurance with limits of not less than \$1 million per occurrence or \$2 million in aggregate.
- F. Confidentiality of Records** - As a healthcare service provider, Gateway is subject to various federal, state and local statutes, laws, ordinances and regulations, including, without limitation, the Healthcare Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and the Confidentiality Federal Regulations, 42 CFR, part 2 ("Part 2") and federal and state AIDS confidentiality statutes, laws and regulations. Court and County acknowledge that Gateway's client information is protected under applicable federal and state statutes, laws, and regulations. In particular, Court acknowledges that in receiving, storing, processing, or otherwise dealing with client records from Gateway, Court is bound by all such applicable laws including, without limitation, the confidentiality provisions of 42 CFR, part 2, HIPAA, and any applicable state AIDS confidentiality statute and all amendments thereto. Court acknowledges that under the confidentiality and privacy regulations contained in 42 CFR, part 2, Court shall safeguard the confidentiality and privacy of Gateway's clients and the clients' healthcare records, reports and other information related to a client's condition, treatment, progress and prognosis that are provided or otherwise made available to Court pursuant to this Agreement and shall not re-disclose such information without prior written approval by the applicable client (except to the extent otherwise permitted by 42 CFR Part 2 and applicable state law).
- G. Indemnification** - Gateway shall defend and indemnify Court and County and its directors, officers, corporate affiliates, employees, representative, agents, successors and assigns from and against any and all claims, demands, suites fines, penalties or causes of action (collectively, the claims) brought by third parties including claims for liabilities, damages, awards, losses, costs and expenses (including attorney(s) fees) that result from any and all services provided by Gateway to Winnebago County Drug and Winnebago County TIP clients, except to such extent that such liabilities, damages, awards, losses, costs and expenses arise due to the negligent or intentional acts or omissions of any of Court or County indemnitees.

- H. **Termination** - Any Party may terminate this Agreement for Services by providing 30 days prior written notice to the other Parties.
- I. **Entire Agreement** – The Parties acknowledge this 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.

This Agreement shall replace and supersede the previously signed agreement for Services and shall commence on July 1, 2019 and shall terminate on June 30, 2020.

  
\_\_\_\_\_  
President & CEO  
Gateway Foundation, Inc.

12/19/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Haney, in his capacity as  
Winnebago County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eugene G. Doherty, in his capacity as  
Chief Judge of 17<sup>th</sup> Judicial Circuit Court

\_\_\_\_\_  
Date

**RESOLUTION  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2020 CR \_\_\_\_\_

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING SUBCONTRACTOR AGREEMENTS FOR THE  
COUNTY OF WINNEBAGO PROBLEM SOLVING COURTS**

**WHEREAS**, the County of Winnebago has a well-developed program of problem solving courts, which are intended to provide an opportunity to avoid a conviction to non-violent offenders who have substance abuse and/or mental health disorders and who have demonstrated a willingness and likelihood for rehabilitation; and

**WHEREAS**, the success of the problem solving courts depends on the assistance of outside contractors to provide substance abuse and mental health treatment services; and

**WHEREAS**, the County problem solving courts include Drug Court, Therapeutic Intervention Program ("TIP") Court, Youth Recovery Court, and Veteran's Court; and

**WHEREAS**, the problem solving courts are primarily funded through grant funds, except the Youth Recovery Court Program, which is funded in part with County funds; and

**WHEREAS**, in order to provide the services needed by the problem solving courts, the County desires to contract with Rosecrance, Inc., Gateway Foundation, Inc., and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions (hereinafter the "Subcontractors"); and

**WHEREAS**, Subcontractors will provide services to support the problem solving courts as set forth in the following agreements, attached hereto as Exhibits A through E, respectively:

- A. Memorandum of Agreement between 17<sup>th</sup> Judicial Circuit court, Illinois, and Cordant Health Solutions to support the Winnebago County Drug Court Program; TIP Court Program, Veteran's Court Program, Family Drug Court, Adult Probation, and Pretrial Services;
- B. Memorandum of Agreement Between Winnebago County, Illinois and Gateway Foundation, Inc. to support the Winnebago County Drug and TIP Court Programs;

- C. Memorandum of Agreement Between Winnebago County, Illinois and Rosecrance, Inc. to support the Winnebago County Drug Court Program;
- D. Memorandum of Agreement Between Winnebago County, Illinois and Rosecrance, Inc. to support the Youth Recovery Court Program; and
- E. Memorandum of Agreement Between Winnebago County, Illinois and Rosecrance, Inc. to support the Winnebago Court TIP Court Program.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the agreements between the County of Winnebago and Rosecrance, Inc., Gateway Foundation, Inc., and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions are approved in substantially the same form as the agreements attached hereto as Exhibits A through E.

**BE IT FURTHER RESOLVED**, that Frank Haney, the Winnebago County Board Chairman, is authorized and directed, on behalf of the County of Winnebago, to execute the agreements attached hereto as Exhibits A through E.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to Winnebago County Court Services, the Winnebago County Administrator, and the Winnebago County Auditor.

**Respectfully submitted,  
PUBLIC SAFETY COMMITTEE**

**AGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dorothy Redd

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
John Butitta

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

\_\_\_\_\_  
Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois

**MEMORANDUM OF AGREEMENT  
BETWEEN  
17<sup>TH</sup> JUDICIAL CIRCUIT COURT, ILLINOIS  
AND  
CORDANT HEALTH SOLUTIONS**

This Memorandum of Agreement ("Agreement") is dated as of July 1, 2019, by and between REGIONAL TOXICOLOGY SERVICES, LLC d/b/a CORDANT HEALTH SOLUTIONS. ("CORDANT") and 17<sup>TH</sup> JUDICIAL CIRCUIT COURT, ILLINOIS ("CIRCUIT COURT"). Cordant and Circuit Court may be referred to herein individually as a "Party" and collectively, as the "Parties."

WHEREAS, the Circuit Court recognizes the need for professional assistance in providing quality, licensed substance abuse testing for defendants enrolled in the Winnebago County Drug Court Program, Therapeutic Intervention Program "TIP Court", Veteran's Court Program, Family Drug Court, Adult Probation, and Pretrial Services in the 17<sup>th</sup> Judicial Circuit Court who are in need of such services, and

WHEREAS, the Parties have agreed that the services provided to the defendants in these programs pursuant to this Agreement will be beneficial to the parties, the community and the courts.

NOW, THEREFORE, the Parties agree as follows:

**Article I.     GENERAL TERMS**

**Section 1.01   Term of Agreement**

This Agreement shall remain in full force and effect and be binding on the Parties hereto for the period of July 1, 2019 through June 30, 2020 and shall replace existing agreement.

**Section 1.02   Termination**

Either Party may terminate this Agreement upon 30 days written notice to the other. In the event of termination, Circuit Court will provide payment to Cordant for all services rendered up to the termination date.

Notices under this Agreement shall be to the Circuit Court in care of the Trial Court Administrator. Cordant agrees to name a person to represent it in discussions and development of the program and to whom the Circuit Court can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

### **Section 1.03 Confidentiality**

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health Act and the Health Insurance Privacy and Portability Act (HIPPA), concerning the confidentiality of the defendants' information.

### **Section 1.04 Warrant of Authority**

Each Party warrants to the other that each has full authority to enter into this Agreement and perform under its terms.

### **Section 1.05 Indemnity**

Cordant agrees to indemnify Winnebago County and the 17<sup>th</sup> Judicial Circuit Court from all liability including, but not limited to losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property, or loss or use of property arising out of Cordant's performance of work under this agreement. In no manner shall employees of Cordant be construed to be employees of the 17<sup>th</sup> Judicial Circuit Court or Winnebago County.

### **Section 1.06 Cooperation**

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the drug testing of defendants. Cordant agrees to name a person to represent it in discussions and development of the program and to whom the Circuit Court can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

The Parties' agree and understand that all services provided by Cordant under this Agreement shall be in compliance with all federal and state standards applicable to mental health and substance use treatment.

## **Article II. SCOPE OF SERVICES**

Cordant agrees to provide the following services:

### **Section 2.01 Administration and Staffing**

Cordant shall provide a minimum of two laboratory collection specialists, one male and one female, who will conduct specimen collections of defendants. These laboratory collection specialists will observe specimen collections according to best practices, prepare necessary reporting paperwork, and employ and preserve of chain of custody protocols. Cordant agrees to maintain the observed drop hours of 8:00 am to 11:30 am and 1:00 pm to 4:30 pm Monday,

Wednesday, Friday; 8:00 am to 11:30 am and 1:00 pm to 7:00 pm Tuesday and Thursday; and Saturday 9:00 am- 11:30 am.

Circuit Court agrees to pay Cordant in accordance with the following fee schedule:

Collection Fee	\$5.79 per Collection
6 Drug Urine panel	\$5.93 per test
9 Drug Urine Panel	\$6.67 per test
6 Drug Oral panel	\$7.38 per test
9 drug Oral panel	\$7.85 per test
Oral Fluid Collection kits	\$3.00 per collection device (this price will be added to the cost of the panel)

The collection fee per collected sample is for services performed by the Cordant employees described in this section and in furtherance of drop collections as well as for direct and indirect expenses associated with providing these services to the 17<sup>th</sup> Judicial Circuit.

The urine and oral fluid panels include automatic LC/MS confirmation of all positive samples. Cordant agrees to enter results into the Sentry system for these standard panels within 24 to 48 hours.

Testing of Drug Court, TIP Court, and Veteran's Court participants that are eligible for Adult Redeploy Illinois funds will be paid using Adult Redeploy Illinois Grant funds not to exceed \$136,892 during the grant fiscal year ending on June 30<sup>th</sup>, 2020. All other defendants toxicology testing will be paid using other funding sources.

In order to assure compliance with state and federal regulations, including federal regulations applicable to Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) grants, Cordant agrees that it will provide Circuit Court with detailed records of activities and expenses for which it seeks payment under this section and Agreement.

## **Section 2.02 Access to Records**

Cordant agrees to allow the judges, attorneys, employees of the 17<sup>th</sup> Judicial Circuit and/or Winnebago County, and employees of contractors working with, for or providing services to the Problem-Solving Court Programs access to treatment records, including notes made regarding individual collections under this Agreement in accordance with the Illinois Mental Health Act, HIPPA, and all applicable state and federal confidentiality laws.

For purposes of this section and this Agreement, both the Circuit Court and Cordant agree and understand that each is a provider within the meaning of HIPPA and applicable regulations so that information may be disclosed between them pursuant to 45 C.F.R. § 164.502(a)(1).



### **Article III. PAYMENT**

#### **Section 3.01 Monthly Invoices**

Cordant will submit monthly invoices in the form requested by the Circuit Court and in accordance with section 2.01 of this Agreement no later than the 10<sup>th</sup> of each month.

### **Article IV. MISCELLANEOUS**

#### **Section 4.01 Complete Agreement and Choice of Laws**

This Agreement is the entire Agreement between the Parties and any prior discussions, oral representations, contracts, agreements, whether oral or written, and are merged herein and made a part hereof.

The laws of the State of Illinois shall govern the performance and interpretations of this Agreement. In the event of a suit by either Party to enforce any term of this Agreement, venue shall be proper only in a court of competent jurisdiction in Winnebago County, Illinois.

*[Signature page to follow]*

The parties have executed and delivered this Memorandum of Agreement between Winnebago County and 17<sup>th</sup> Judicial Circuit Court, Illinois and Cordant Health Solutions relating to the 17<sup>th</sup> Judicial Circuit Court drug testing as of the date indicated in the first sentence of this Agreement.

**WINNEBAGO COUNTY**

By: \_\_\_\_\_  
Frank Haney, in his capacity as \_\_\_\_\_ Date  
Winnebago County Board Chairman

**17<sup>th</sup> JUDICIAL CIRCUIT COURT**

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as \_\_\_\_\_ Date  
Chief Judge of 17<sup>th</sup> Judicial Circuit Court

**CORDANT HEALTH SOLUTIONS**

By: Amanda Gibbs \_\_\_\_\_ 12-17-2019  
Amanda Gibbs, Cordant Health Solutions, \_\_\_\_\_ Date  
Vice President & General Manager

## ADDENDUM TO AGREEMENT

The County of Winnebago, hereafter referred to as the "Implementing Agency" and Regional Toxicology Services, LLC dba Cordant Health Solutions, hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

### SECTION 1. INDEPENDENT CONTRACTOR

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

### SECTION 2. TRANSPARENCY ACT COMPLIANCE

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

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

CONTRACTOR'S DUNS Number: 130232171

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

CONTRACTOR'S SAM registration is valid until: 04/28/2020

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

CONTRACTOR'S CAGE Code: 3MMA8

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

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

### **SECTION 3. RECORD RETENTION:**

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

### **SECTION 4. CERTIFICATION:**

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

### **SECTION 5. CRIMINAL CONVICTIONS**

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

### **SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

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

### **SECTION 7. CONFIDENTIALITY OF INFORMATION:**

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the

information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 9. APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars. 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

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

#### **SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**

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

#### **SECTION 11. STATEMENTS, PRESS RELEASES, ETC.:**

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

#### **SECTION 12. COPYRIGHTS, PATENTS:**

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

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

#### **SECTION 13. PUBLICATIONS:**

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

Any such publication shall contain the following statement:

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

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

#### **SECTION 14. INSPECTION AND AUDIT:**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after

the close of the Implementing Agency's audit period.

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

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

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 15. REPORTING GRANT IRREGULARITIES**

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

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

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

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

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

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 16. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected

starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

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

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

#### **SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 18. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 19. SEXUAL HARASSMENT POLICIES**

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

#### **SECTION 20. USE OF FUNDS**

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.



The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

#### **SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

#### **SECTION 22. CERTIFICATION REGARDING LOBBYING:**

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

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

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

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

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.

**ACCEPTANCE OF ADDENDUM**

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

\_\_\_\_\_  
Authorized representative of the Implementing Agency

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized representative of the CONTRACTOR

12-17-2019  
Date

## ADDENDUM TO AGREEMENT

The County of Winnebago, hereafter referred to as the "Implementing Agency" and Gateway Foundation Inc., hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

### SECTION 1. INDEPENDENT CONTRACTOR

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

### SECTION 2. TRANSPARENCY ACT COMPLIANCE

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

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

CONTRACTOR'S DUNS Number: 040883779

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

CONTRACTOR'S SAM registration is valid until: 09/05/2020

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

CONTRACTOR'S CAGE Code: 4PWE1

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

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

### **SECTION 3. RECORD RETENTION:**

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

### **SECTION 4. CERTIFICATION:**

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

### **SECTION 5. CRIMINAL CONVICTIONS**

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

### **SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

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

### **SECTION 7. CONFIDENTIALITY OF INFORMATION:**

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the

information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 9. APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

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

#### **SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**

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

#### **SECTION 11. STATEMENTS, PRESS RELEASES, ETC.:**

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

#### **SECTION 12. COPYRIGHTS, PATENTS:**

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

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

#### **SECTION 13. PUBLICATIONS:**

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

Any such publication shall contain the following statement:

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

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

#### **SECTION 14. INSPECTION AND AUDIT:**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after

the close of the Implementing Agency's audit period.

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

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

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 15. REPORTING GRANT IRREGULARITIES**

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

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

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

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

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

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 16. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected

starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

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

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

#### **SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 18. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 19. SEXUAL HARASSMENT POLICIES**

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

#### **SECTION 20. USE OF FUNDS**

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.



The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

## **SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

## **SECTION 22. CERTIFICATION REGARDING LOBBYING:**

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

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

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

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

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.

## ACCEPTANCE OF ADDENDUM

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

\_\_\_\_\_  
Authorized representative of the Implementing Agency



\_\_\_\_\_  
Authorized representative of the CONTRACTOR

\_\_\_\_\_  
Date

12/11/19

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN WINNEBAGO COUNTY, ILLINOIS  
AND ROSECRANCE, INC.**

**ADULT REDEPLOY ILLINOIS  
WINNEBAGO COUNTY THERAPEUTIC INTERVENTION PROGRAM**

This Memorandum of Agreement ("Agreement") is effective as of July 1, 2019, by and between ROSECRANCE, INC., an Illinois-not-for profit corporation ("Rosecrance"), and WINNEBAGO COUNTY, ILLINOIS ("County"). Rosecrance and County may be referred to herein individually as a "Party" and collectively, as the "Parties."

The TIP Court is funded through the Adult Redeploy Grant ("Grant") administered by the Illinois Criminal Justice Information Authority, award number 192009; partially funded by County funds; and partially funded by other state and federal funding sources, as appropriate, assuming fiscal and clinical eligibility.

WHEREAS, the County recognizes the need for professional assistance in providing quality, licensed mental health and substance abuse treatment for defendants enrolled in the Winnebago County Therapeutic Intervention Program in the 17<sup>th</sup> Judicial Circuit ("TIP Court") who are in need of such services; and

WHEREAS, Rosecrance is a professional, licensed organization that provides mental health and substance abuse treatment services to persons; and

WHEREAS, the Parties have agreed that the services provided to TIP Court participants pursuant to this Agreement will be beneficial to the parties, the community, the courts, and the participants in the Therapeutic Intervention Program.

NOW, THEREFORE, the Parties agree as follows:

**Article I.      GENERAL TERMS**

**Section 1.01   Term of Agreement**

The Agreement shall remain in full force and effect and be binding on the Parties hereto for the period of July 1, 2019 through June 30, 2020.

**Section 1.02   Termination**

Either Party may terminate this Agreement upon 60 days' notice to the other, except that Rosecrance may terminate this Agreement if payment is not made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505). In the event of termination, County will provide payment to Rosecrance for all services rendered up to the termination date.

### **Section 1.03 Confidentiality**

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health and Developmental Disabilities Confidentiality Act, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act (HIPAA), concerning the confidentiality of TIP Court participants' information.

### **Section 1.04 Access to Records**

Rosecrance agrees to allow the judges, attorneys, employees of the County, and employees of the 17<sup>th</sup> Judicial Circuit, access to the records of any TIP participant upon receipt of an appropriate release of information (ROI) in accordance with 42 CFR Part 2, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, HIPAA, and any other applicable state and federal confidentiality laws.

### **Section 1.05 Warrant of Authority**

Each Party warrants to the other that each has full authority to enter into this Agreement and perform under its terms.

### **Section 1.06 Indemnity**

Rosecrance agrees to indemnify the County and its officers, directors, and employees from and against any and all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of a breach of this Agreement by Rosecrance or the negligent or willful misconduct of Rosecrance or Rosecrance's employees, agents, and representatives. In no manner shall employees of Rosecrance be construed to be employees of the County. This section shall survive the termination or expiration of this Agreement for any reason.

The County agrees to indemnify Rosecrance and its officers, directors, and employees from and against all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of the County's breach of this Agreement or the negligent or willful misconduct by the County or the County's employees, agents, and representatives in connection with the County's performance under this Agreement. This section shall survive the termination or expiration of this Agreement for any reason.

### **Section 1.07 Cooperation**

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the Therapeutic Intervention Program. Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

## **Article II.     SCOPE OF SERVICES**

Subject to available funding and based on clinical necessity, Rosecrance agrees to provide the following services:

### **Section 2.01    Staffing**

Rosecrance agrees to provide gender based trauma services, dual disorder treatment, family advocacy, nursing, assessments, and case management as clinically appropriate and medically necessary by and through one trauma therapist; one family psychoeducation specialist; one dual disorder therapist; one nurse; two case managers; and one assessor for the treatment of persons involved in TIP Court. Rosecrance agrees to provide personnel for court staffing, court appearances, and consulting with team members regarding TIP Court participants.

Rosecrance will provide experienced professional staff with the training required by the Illinois Department of Human Services, Divisions of Alcoholism and Substance Abuse and Mental Health and licensure as required by the Illinois Department of Financial and Professional Regulation. All Rosecrance supplied staff and personnel will be employed by Rosecrance or will be contractual employees of Rosecrance.

### **Section 2.02    Services**

Each TIP Court Participant will receive an initial assessment and treatment plan to determine appropriate levels of care and treatment and to identify services that will be provided and the staff responsible for each service. Rosecrance will provide assessments, gender based trauma therapy, dual disorder treatment, family advocacy, nursing, and case management in accordance with each TIP Court Participant's individual treatment plan. Treatment plans may include any of the following services as clinically appropriate, as medically necessary, and as agreed upon by the County and Rosecrance: individual and group therapy, crisis intervention, counseling, drug and alcohol screening, referrals and linkages to other providers or services, medication administration and monitoring, consultation with physicians and psychiatrists, psychiatry, and meetings with and education of TIP Court participants' families about mental illness and the criminal justice system.

Rosecrance and County agree to consult regularly with each other, to ensure that the clinical treatment needs of the TIP Court participants are met, and to attend weekly court, staffings, and team meetings. The parties agree to provide comprehensive and integrated mental health rehabilitation services and support to TIP Court participants and their families to decrease hospitalization and crisis episodes and to increase community functioning in order for the TIP Court participant to achieve rehabilitative, resiliency, and recovery goals.

The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to mental health and substance use treatment.

### **Section 2.03 Psychiatry**

Rosecrance agrees to provide psychiatric services by licensed psychiatrists for up to 14 hours per month for TIP court clients as clinically appropriate. Psychiatric services include psychiatric evaluations, psychotropic medication monitoring, and psychotherapy. County agrees to pay Rosecrance \$225 per hour of psychiatric service not to exceed \$7,000 per year.

### **Section 2.04 Management and Supervision**

Rosecrance will provide a Clinical Coordinator to supervise all Rosecrance employees who provide services pursuant to this Agreement. The Clinical Coordinator will devote 15% of their time to the TIP Program. County will reimburse Rosecrance for 15% of the Clinical Coordinator's salary as indicated in Exhibit A. Rosecrance will also provide clinical supervision, training, and the management and oversight for all services and employees provided pursuant to this Agreement.

### **Section 2.05 Modification Upon Agreement**

Services, personnel, treatment hours, and locations are subject to change as agreed upon between the County and Rosecrance.

## **Article III. PAYMENT FOR SERVICES PROVIDED**

### **Section 3.01 Budget Incorporation**

A budget agreed to by Rosecrance and the County detailing the fee schedule and anticipated funding amounts is hereby incorporated into this Agreement and attached hereto as Exhibit A. Rosecrance agrees that the total reimbursement for all services performed pursuant to this Agreement will not exceed the total amount reflected on the annual budget submitted and approved by the County. All rates set forth in Article III are subject to renegotiation between the Parties at any point during the Term of this Agreement.

Rosecrance agrees to provide documentation with its invoices to reflect its fees for services. Documentation must include time sheets and payroll documentation for Program Coordinator, Trauma Therapist, Nurse, Dual Diagnosis Therapist, Case Managers, Assessor, and Family Psychoeducation Specialist. Receipts must be included for reimbursement of travel, trainings, medications, client assistance, and course materials and curriculum. Mileage logs must be provided for mileage reimbursement. Ledgers must be provided to document non-reimbursable staff hours billed at the rate of \$122 per hour and for copayments, deductibles, and non-insurance covered services.

### **Section 3.02 Payer of Last Resort**

All reimbursable services must be billed to a client's third party payer, such as commercial insurance or Medicaid, if available. Rosecrance agrees to use the grant funds that are subject to this agreement as payment of last resort.

### **Section 3.03 Copayments, Deductibles, and Noncovered Services**

To remove any fiscal burden to TIP Court Participants, any co-payments or deductibles required by any third party payer will be paid by the County utilizing the grant funds that are the subject of this agreement. Additionally, any treatment that Rosecrance deems necessary in its professional judgment, but for which payment or coverage has been denied by a third party payer, will be paid for by the County at the Illinois Medicaid rate utilizing the grant funds that are the subject of this agreement not to exceed \$60,000 per ARI Grant funding year.

### **Section 3.04 Fee-for-Service Billing**

County agrees to pay Rosecrance for all non-billable services that are not reimbursable by any third party payer including, but not limited to weekly staffing, weekly court calls, daily case management, and all other clinical and therapeutic services that are not reimbursable by a third party payer. These services will be provided by one trauma therapist; one family psychoeducation specialist; one dual disorder therapist; one nurse; two case managers; and one assessor and will be billed on a fee-for-service basis to the County at the rate of \$122.00/hour not to exceed \$230,000 per ARI Grant funding year

### **Section 3.05 Expenses**

As reflected in the incorporated budget Exhibit A, County agrees to pay Rosecrance for its expenses related to the TIP Court Program, including cell phone service, telephone service, supplies, client activities, client medications not billable to insurance, staff mileage, IT costs, staff professional liability insurance, evidenced based materials and curriculum, and psychiatric services as outlined below:

- **Supplies:** Paper and general office supplies costs of \$4,000 per year will provide for the smooth and orderly operation of the program. Paper, toner, file folders, labels and general office supplies are needed for weekly court reports for the clinical team's operation.
- **Other Staff Training Registrations (Local):** Local day training is available throughout the 2019 grant year. Rosecrance will register clinical TIP team members for courses that are related to their specific position such as trauma related courses, dual diagnosis, medication assisted treatment, and nursing. All trainings occur within Illinois. Costs are to be invoiced based on actual expenses not to exceed \$2,100 per year.
- **Medication:** The cost of medications for ARI eligible clients that have insurance deductibles or lack proper insurance coverage. Costs are to be invoiced based on actual expenses not to exceed \$15,000 per year.
- **Client Assistance- Bus Passes:** Bus passes for Rockford Mass Transit will be purchased for TIP Court participants to assist in transportation to treatment and community based services. Out of town bus passes may be purchased to assist a client in returning from residential treatment facilities. Costs are to be invoiced based on actual expenses with documentation, not to exceed \$4,000 per year.

County agrees to pay Rosecrance for travel expenses for the designated staff (Program Coordinator, Clinical Team Leader/ Dual Diagnosis Therapist, TIP Nurse, Trauma Therapist, 2 Case managers, Assessor, or Family Psychoeducation Specialist) to attend the 2019 Illinois Problem-Solving Courts Conference. County also agrees to pay Rosecrance for travel expenses for the designated three of the designated staff (Clinical Team Leader/ Dual Diagnosis Therapist, TIP Nurse, Trauma Therapist, 2 Case managers, or Assessor) who are work 100% on the TIP Court project to attend the 2020 ARI Summit. Travel arrangements must be made in accordance with the Adult Redeploy Illinois and State of Illinois Travel guidelines for per diem reimbursement and mileage. Rosecrance agrees to make travel arrangements in accordance with the amounts outlined in Exhibit A and bill County for the travel costs.

### **Section 3.06 Clinical Supervision**

County agrees to pay Rosecrance 15% of the Clinical Program Coordinator's salary for supervision and oversight. The clinical coordinator will attend weekly court hearings and staffings, will provide monthly supervision to direct care providers, and will be available for consultation with the TIP Court Team as necessary. The estimated monthly cost of 15% of the Clinical Program Coordinator's salary is \$10,905. County agrees to pay Rosecrance 15% of the Program Coordinator's fringe benefits not to exceed \$7,771.50 during the term of the Agreement. County shall not be obligated to pay any accrued Paid Time Off upon an assigned Clinical Program Coordinators separation of employment from Rosecrance.

### **Section 3.07 Residential Treatment**

Rosecrance will also provide residential treatment services for Drug Court and TIP Court participants with a length of stay to be determined by utilizing ASAM criteria and Rosecrance's professional judgment. Bed availability at Rosecrance's residential treatment center is not guaranteed. Drug Court and TIP Court participants admitted for residential treatment services will receive outpatient treatment services from Rosecrance upon discharge at the appropriate level as determined by Rosecrance utilizing ASAM criteria and its professional judgment.

County will pay Rosecrance \$209.55 for each day of residential treatment provided to those Drug Court and TIP Court Program participants that do not have third-party insurance or who are ineligible for benefits from any third-party payer. Rosecrance acknowledges that there is a combined total amount of \$112,017 in ARI grant funds budgeted for residential treatment services over the time period of this agreement which is shared among multiple providers and that charges may not exceed the grant funded amount.

### **Section 3.08 Indirect Costs**

County agrees to pay Rosecrance a management fee in addition to payment for all services listed above that will compensate Rosecrance for the supervision, training, personnel administration, risk management, fiscal management and all other direct and indirect expenses associated with provision of services under this Agreement in compliance with all applicable laws, regulations, rules, and conditions set forth by ICJIA. County agrees to pay Rosecrance a



management fee of 24.7% of the monthly invoice not to exceed \$86,265.44 during the term of this Agreement.

### **Section 3.09 Other Payment Provisions**

County agrees to pay Rosecrance for the services provided in accordance with the provisions of this Agreement. County agrees to pay Rosecrance in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505). County agrees to pay Rosecrance for all services provided prior to the termination date regardless of whether County receives Grant funds from the State of Illinois or from any other funding source.

## **Article IV. MISCELLANEOUS**

### **Section 4.01 No Third-Party Beneficiaries**

This Agreement shall not confer any rights or remedies upon any Person or other third party other than the Parties and their respective successors and permitted assigns.

### **Section 4.02 Non-Solicitation**

During the Term of this Agreement and for 1 year following the expiration or termination of this Agreement for any reason, the County agrees not to solicit or hire directly or indirectly any of Rosecrance's employees who provided services pursuant to this Agreement without the prior written consent of Rosecrance. This Section shall survive termination or expiration of this Agreement.

### **Section 4.03 Governing Law; Consent to Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in a court of competent jurisdiction in Winnebago County, Illinois.

### **Section 4.04 Counterparts; Signatures**

The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

### **Section 4.05 Entire Agreement; Amendment**

This Agreement supersedes all previous agreements, oral or written, and constitutes the entire agreement between the Parties respecting the subject matter of this Agreement, and neither Party shall be entitled to benefits other than those specified herein. As between the Parties, oral

statements or prior written materials which are not specifically incorporated herein shall not be of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended or modified only by an agreement in writing signed by the Parties.

#### **Section 4.06 Modification by Agreement**

The Parties agree and understand that this is the complete Agreement between them and there are no prior or additional agreements except as expressly reference herein, and that no changes or modifications hereto will be made except by express written agreement.

*[signature page follows]*

The parties have executed and delivered this Memorandum of Agreement between Winnebago County, Illinois and Rosecrance, Inc. relating to the Winnebago County TIP Court Program as of the date indicated in the first sentence of this Agreement.


#### **WINNEBAGO COUNTY**

By: \_\_\_\_\_  
Frank Haney, in his capacity as \_\_\_\_\_ Date  
Winnebago County Board Chairman

#### **17<sup>th</sup> JUDICIAL CIRCUIT COURT**

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as \_\_\_\_\_ Date  
Chief Judge of 17<sup>th</sup> Judicial Circuit Court

#### **ROSECRANCE, INC.**

By:  \_\_\_\_\_ 112619  
David Gomel, President \_\_\_\_\_ Date  
Rosecrance, Inc.



## EXHIBIT A

Description	Computation			Pro-Rated Share	Total Cost	Reimbursement Format
	Cost per Basis	Basis	Length of Time			
Program Coordinator (15% of \$72,700)	\$908.75	Monthly	12	100%	\$10,905.00	Actual
Benefits (15% of Coordinator)	\$647.63	Monthly	12	100%	\$7,771.50	Actual
Psychiatric services (fee for service only)	\$225/hour	14 hrs/Month	12	100%	\$7,000.00	Actual
Court and Staffing Time	\$122	Hour	871.3	100%	\$230,000.00	Actual
Copayments, Deductibles, and non-funded Medication				100%	\$60,000.00	Actual
Evidence based materials				100%	\$15,000.00	Actual
Client Assistance- Bus passes, course materials				100%	\$3,000.00	Actual
Supplies	\$333.33	Monthly	12	100%	\$4,000.00	1/12 <sup>th</sup> monthly
Other Local Staff Trainings				100%	\$2,100.00	Actual
ARI Summit- Lodging	\$158.00	Staff	3	100%	\$234.00	Actual
ARI Summit- Per Diem	\$28.00	2.5 days	3 staff	100%	\$168.00	Actual
ARI Summit- Mileage (1 vehicles)	\$0.51	270 mi	1 vehicle	100%	\$156.60	Actual
ILAPSC Conference- Lodging	\$105.28	Per Staff	8 staff	100%	\$1,684.48	Actual
ILAPSC Conference- Per Diem	\$70.00	Per Staff	8 staff	100%	\$560.00	Actual
ILAPSC Conference- Mileage- 2 vehicles	\$0.58	270	2 vehicles	100%	\$313.20	Actual
ILAPSC Conference- Registration	\$295.00	Per Staff	8 Staff	100%	\$2,360.00	Actual
Management Fees		24.7%	Monthly Costs	100%	\$86,265.44	Actual
<b>Total Grant Budget (rounded):</b>					<b>\$435,519.00</b>	

## ADDENDUM TO AGREEMENT

The County of Winnebago, hereafter referred to as the "Implementing Agency" and Rosecrance, Inc., hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

### SECTION 1. INDEPENDENT CONTRACTOR

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

### SECTION 2. TRANSPARENCY ACT COMPLIANCE

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

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

CONTRACTOR'S DUNS Number: 074587932

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

CONTRACTOR'S SAM registration is valid until: 08/20/2020

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

CONTRACTOR'S CAGE Code: 5YKA3

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

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

### **SECTION 3. RECORD RETENTION:**

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

### **SECTION 4. CERTIFICATION:**

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

### **SECTION 5. CRIMINAL CONVICTIONS**

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

### **SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

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

### **SECTION 7. CONFIDENTIALITY OF INFORMATION:**

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the

information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 9. APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

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

#### **SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**

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

#### **SECTION 11. STATEMENTS, PRESS RELEASES, ETC.:**

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

#### **SECTION 12. COPYRIGHTS, PATENTS:**

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

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

#### **SECTION 13. PUBLICATIONS:**

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

Any such publication shall contain the following statement:

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

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

#### **SECTION 14. INSPECTION AND AUDIT:**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after



the close of the Implementing Agency's audit period.

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

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

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 15. REPORTING GRANT IRREGULARITIES**

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

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

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

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

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

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 16. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected

starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

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

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

#### **SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 18. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 19. SEXUAL HARASSMENT POLICIES**

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

#### **SECTION 20. USE OF FUNDS**

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

#### **SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

#### **SECTION 22. CERTIFICATION REGARDING LOBBYING:**

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

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

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

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

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.

**ACCEPTANCE OF ADDENDUM**

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

\_\_\_\_\_  
Authorized representative of the Implementing Agency

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized representative of the CONTRACTOR

  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN WINNEBAGO COUNTY, ILLINOIS  
AND ROSECRANCE, INC.**

**ADULT REDEPLOY ILLINOIS  
WINNEBAGO COUNTY DRUG COURT PROGRAM**

This Memorandum of Agreement ("Agreement") is dated as of July 1, 2019, by and between ROSECRANCE, INC, an Illinois-not-for profit corporation. ("Rosecrance") and WINNEBAGO COUNTY, ILLINOIS ("County"). Rosecrance and County may be referred to herein individually as a "Party" and collectively, as the "Parties."

WHEREAS, the County recognizes the need for professional assistance in providing quality, licensed substance abuse and co-occurring disorders treatment for defendants enrolled in the Winnebago County Drug Court Program in the 17<sup>th</sup> Judicial Circuit ("Drug Court") who are in need of such services, and

WHEREAS, the Parties have agreed that the services provided to Drug Court Program participants pursuant to this Agreement will be beneficial to the parties, the community, the courts, and the participants in Drug Court.

NOW, THEREFORE, the Parties agree as follows:

**Article I.      GENERAL TERMS**

**Section 1.01   Term of Agreement**

This Agreement shall remain in full force and effect and be binding on the Parties hereto for the period of July 1, 2019 through June 30, 2020.

**Section 1.02   Termination**

Either Party may terminate this Agreement upon 30 days written notice to the other. In the event of termination, County will provide payment to Rosecrance for all services rendered up to the termination date.

Notices under this Agreement shall be to the County at the Trial Court Administrator Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

**Section 1.03   Confidentiality**

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health Act and the Health Insurance Privacy and

Portability Act (HIPPA), concerning the confidentiality of Drug Court Program participants' information.

#### **Section 1.04 Warrant of Authority**

Each Party warrants to the other that each has full authority to enter into this Agreement and perform under its terms.

#### **Section 1.05 Indemnity**

Rosecrance agrees to indemnify the County and the 17<sup>th</sup> Judicial Circuit Court from all liability including, but not limited to losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting from claimed injury, death, damage to property, or loss or use of property arising out of Rosecrance's performance of work under this agreement. In no manner shall employees of Rosecrance be construed to be employees of the County.

#### **Section 1.06 Cooperation**

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the Drug Court Program. Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to mental health and substance use treatment.

### **Article II. SCOPE OF SERVICES**

Subject to available funding in accordance to Attachment A and based on clinical necessity, Rosecrance agrees to provide the following services:

#### **Section 2.01 Administration and Staffing**

Rosecrance shall provide one recovery coach/ case manager who is proficient in dual diagnosis and treatment for the Drug Court Program/County. The recovery coach will access needed essential services and resources in the community to support the client's recovery including healthcare and assist with transportation to services and residential treatment. The recovery coach will provide evidence-based Seeking Safety group and provide evidence-based support group for the opiate addicted population that chooses to enhance their recovery with medication assisted therapy (MAT). The recovery coach will attend staffings, court, and team meeting for the Drug Court Program. The recovery coach is funded at 100% by Adult Redeploy Illinois (ARI) Grant funds and therefore will not provide services to individuals who are not a part of the Drug Court Program.

The County will reimburse Rosecrance for cell service, staff mileage, bus passes, training, indirect costs, and fringe benefits related to the recovery coach position not to exceed the budgeted amounts per each service as identified in Attachment A.

In order to assure compliance with state and federal regulations, including federal regulations applicable to Health and Human Services and Adult Redeploy Illinois grants, Rosecrance agrees that it will provide County with detailed records of activities and expenses for which it seeks payment under this section and Agreement.

The fee schedule for services to be provided by Rosecrance for the initial year of this Agreement is attached hereto as Attachment A. The Parties agree and understand that the fee schedule shall be negotiated for each additional year of this Agreement.

#### **Section 2.02 Access to Records**

Rosecrance agrees to allow the judges, attorneys, employees of the County and/or Circuit Court for the 17<sup>th</sup> Judicial Circuit, and employees of contractors working with, for or providing services to the Drug Court Program access to treatment records, including notes made in or during group sessions and individual treatment plans of any individual referred by the Circuit Court for the 17<sup>th</sup> Judicial Circuit, under this Agreement predicated upon appropriate release of information (ROI) in accordance with the Illinois Mental Health Act, HIPPA, and all applicable state and federal confidentiality laws.

For purposes of this section and this Agreement, both the County and Rosecrance agree and understand that each is a provider within the meaning of HIPPA and applicable regulations so that information may be disclosed between them pursuant to 45 C.F.R. § 164.502(a)(1).

#### **Section 2.03 Modification by Agreement**

The Parties agree and understand that this is the complete Agreement between them and there are no prior or additional agreements except as expressly referenced herein, and that no changes or modifications hereto will be made except by express written agreement.

### **Article III. PAYMENT FOR SERVICES PROVIDED**

#### **Section 3.01 Budget Incorporation**

Rosecrance will submit monthly invoices in the form requested by the County and in accordance with section 2.01 of this Agreement no later than the 10<sup>th</sup> of each month. The County will make payments to Rosecrance only for allowable costs based on actual utilization for services rendered as listed in Attachment A, and using ARI grant funds not to exceed the amounts approved for each line item or the total amount budgeted for Rosecrance of \$62,829.00 in the ARI grant. Documentation must include time sheets and payroll documentation, receipts must be included for reimbursement of travel and trainings. Mileage logs must be provided for

mileage reimbursement. Rosecrance agrees to provide documentation with its invoices to reflect its fees for service. The County also agrees to tender payment to Rosecrance in a timely fashion. The ARI grant is incorporated into this Agreement by reference.

### **Section 3.02 Payer of Last Resort**

Rosecrance will be providing the County with those services described in section 2.01 and Article II of this Agreement with the understanding that those services are being reimbursed by the County through the ARI grant and in accordance with applicable ARI grant administration regulations.

Therefore, Rosecrance warrants that it will not seek payment or reimbursement for any of the services provided or expenses incurred by it under this Agreement except from the County and in accordance with the Agreement and the ARI grant, and will not undertake any service or incur any expense on behalf of the County Drug Court Program which is not reimbursable within the meaning and intent of this Agreement and the ARI grant.

## **Article IV. MISCELLANEOUS**

### **Section 4.01 Complete Agreement and Choice of Laws**

This Agreement is the entire Agreement between the Parties and any prior discussions, oral representations, contracts, agreements, whether oral or written, and are merged herein and made a part hereof.

The laws of the State of Illinois shall govern the performance and interpretations of this Agreement. In the event of a suit by either Party to enforce any term of this Agreement, venue shall be proper only in a court of competent jurisdiction in Winnebago County, Illinois.

*[Signature page to follow]*



The parties have executed and delivered this Memorandum of Agreement between Winnebago County, Illinois and Rosecrance, Inc. relating to the Drug Court Program as of the date indicated in the first sentence of this Agreement.

**WINNEBAGO COUNTY**

By: \_\_\_\_\_  
Frank Haney, in his capacity as \_\_\_\_\_ Date  
Winnebago County Board Chairman

**17<sup>th</sup> JUDICIAL CIRCUIT COURT**

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as \_\_\_\_\_ Date  
Chief Judge of 17<sup>th</sup> Judicial Circuit Court

**ROSECRANCE, INC.**

By: David Gomel \_\_\_\_\_ 112-19  
David Gomel, President \_\_\_\_\_ Date  
Rosecrance, Inc.

## ATTACHMENT A

Budgeted Item	Pro-rated Share	Total Budgeted
Recovery Coach		\$36,815.94
	100%	
Benefits- Recovery Coach (30% of paid salary)		\$11,044.78
	30%	
Client Assistance- Bus Passes (200 single \$1.50 & 5- 30/day \$5)		\$1,500.00
	100%	
ARI Summit- Lodging		\$78.00
	100%	
ARI Summit- Per Diem		\$56.00
	100%	
ARI Summit- Mileage		\$156.60
	100%	
ILAPSC Conference- Lodging		\$210.56
	100%	
ILAPSC Conference- Per Diem		\$70.00
	100%	
ILAPSC Conference- Mileage		\$156.60
	100%	
ILAPSC Conference- Registration		\$295.00
	100%	
Management Fee (24.7% of monthly expenses)		\$12,444.72
	100%	
	Total	
	(rounded):	\$62,829

## ADDENDUM TO AGREEMENT

The County of Winnebago, hereafter referred to as the "Implementing Agency" and Rosecrance, Inc., hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

### SECTION 1. INDEPENDENT CONTRACTOR

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

### SECTION 2. TRANSPARENCY ACT COMPLIANCE

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

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

CONTRACTOR'S DUNS Number: 074587932

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

CONTRACTOR'S SAM registration is valid until: 08/20/2020

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

CONTRACTOR'S CAGE Code: 5YKA3

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

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

### **SECTION 3. RECORD RETENTION:**

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

### **SECTION 4. CERTIFICATION:**

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

### **SECTION 5. CRIMINAL CONVICTIONS**

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

### **SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

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

### **SECTION 7. CONFIDENTIALITY OF INFORMATION:**

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the

information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 9. APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars. 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

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

#### **SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**

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

#### **SECTION 11. STATEMENTS, PRESS RELEASES, ETC.:**

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

#### **SECTION 12. COPYRIGHTS, PATENTS:**

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

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

#### **SECTION 13. PUBLICATIONS:**

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

Any such publication shall contain the following statement:

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

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

#### **SECTION 14. INSPECTION AND AUDIT:**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after

the close of the Implementing Agency's audit period.

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

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

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 15. REPORTING GRANT IRREGULARITIES**

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

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

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

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

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

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 16. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected

starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

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

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

#### **SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 18. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 19. SEXUAL HARASSMENT POLICIES**

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

#### **SECTION 20. USE OF FUNDS**

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.



The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

#### **SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

#### **SECTION 22. CERTIFICATION REGARDING LOBBYING:**

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

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

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

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

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.

**ACCEPTANCE OF ADDENDUM**

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

\_\_\_\_\_  
Authorized representative of the Implementing Agency

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized representative of the CONTRACTOR

  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN WINNEBAGO COUNTY, ILLINOIS  
AND ROSECRANCE, INC.**

**YOUTH RECOVERY COURT PROGRAM**

This Memorandum of Agreement ("Agreement") is dated as of July 1, 2019, by and among ROSECRANCE, INC., an Illinois-not-for profit corporation ("Rosecrance"), and WINNEBAGO COUNTY, ILLINOIS ("County"). Rosecrance and County may be referred to herein individually as a "Party" and collectively as the "Parties."

The Youth Recovery Court is partially funded through the Edward Byrne Memorial JAG Grant Funds ("Grant") administered by the Illinois Criminal Justice Information Authority, award number 417040 at 43.5% and partially funded by County funds.

WHEREAS, the County recognizes the need for professional assistance in providing quality, licensed substance abuse and co-occurring disorder treatment to juveniles enrolled in the 17<sup>th</sup> Judicial Circuit Court Youth Recovery Court Program ("YRC"), and

WHEREAS, Rosecrance is a professional, licensed organization that provides substance abuse and co-occurring disorder treatment services to youth, adults, and families, and

WHEREAS, the Parties have agreed that the services provided to YRC participants pursuant to this Agreement will be beneficial to the parties, the community, the courts, and the participants in the YRC Program.

NOW, THEREFORE, the Parties agree as follows:

**Article I.     GENERAL TERMS**

**Section 1.01   Term of Agreement**

The Agreement shall remain in full force and effect and be binding on the Parties hereto for the period of July 1, 2019 through June 30, 2020.

**Section 1.02   Termination**

Either Party may terminate this Agreement upon 60 days' notice to the other, except that Rosecrance may terminate this Agreement if payment is not made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505). In the event of termination, County will provide payment to Rosecrance for all services rendered up to the termination date.

**Section 1.03   Confidentiality**

Each Party agrees to comply with all State and Federal laws, rules, and regulations, including but not limited to the Illinois Mental Health and Developmental Disabilities

Confidentiality Act, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act (HIPAA), concerning the confidentiality of YRC participants' information.

#### **Section 1.04 Access to Records**

Rosecrance agrees to allow the judges, attorneys, employees of the County, and employees of the 17<sup>th</sup> Judicial Circuit, access to the records of any YRC participant upon receipt of an appropriate release of information (ROI) in accordance with 42 CFR Part 2, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, HIPAA, and any other applicable state and federal confidentiality laws.

#### **Section 1.05 Warrant of Authority**

Each Party warrants to the other that each has full authority to enter into this agreement and perform under its terms.

#### **Section 1.06 Indemnity**

Rosecrance agrees to indemnify the County and its officers, directors, and employees from and against any and all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of a breach of this Agreement by Rosecrance or the negligent or willful misconduct of Rosecrance or Rosecrance's employees, agents, and representatives. In no manner shall employees of Rosecrance be construed to be employees of the County. This section shall survive the termination or expiration of this Agreement for any reason.

The County agrees to indemnify Rosecrance and its officers, directors, and employees from and against all claims, costs, and liabilities (including the fees and expenses of counsel) as a result of the County's breach of this Agreement or the negligent or willful misconduct by the County or the County's employees, agents, and representatives in connection with the County's performance under this Agreement. This section shall survive the termination or expiration of this Agreement for any reason.

#### **Section 1.07 Cooperation**

Each Party to this Agreement has the duty to consult and cooperate with the other in the performance, development, and implementation of the YRC Program. Rosecrance agrees to name a person to represent it in discussions and development of the program and to whom the County can forward suggestions and recommendations concerning the program as well as any notices under this Agreement.

The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to mental health and substance use treatment.

## **Article II.     SCOPE OF SERVICES**

Subject to available funding and based on clinical necessity, Rosecrance agrees to provide the following services:

### **Section 2.01   Staffing**

Rosecrance agrees to provide assessments, individual, family, and group therapy; Cognitive Behavioral Treatment (CBT); case management; referrals to psychiatry and to additional resources; and substance use disorder group services as clinically appropriate and medically necessary by and through one home based therapist, one intensive case manager, and one substance abuse clinician for the treatment of persons involved in the YRC Program. Rosecrance agrees to provide personnel for court staffing, court appearances, and consulting with team members regarding YRC Court participants. The home based therapist, intensive case manager, substance abuse clinician and supervisor will regularly attend YRC staffings and court as well as team meetings and trainings in accordance with best practices. In the case of staff absences, Rosecrance will continue providing services through other appropriately qualified and trained employees or contractors.

Rosecrance will provide experienced professional staff with the training required by the Illinois Department of Human Services, Divisions of Alcoholism and Substance Abuse and Mental Health and licensure as required by the Illinois Department of Financial and Professional Regulation. All Rosecrance supplied staff and personnel will be employed by Rosecrance or will be contractual employees of Rosecrance.

### **Section 2.02   Services**

Each YRC Participant will receive an initial assessment and treatment plan to determine appropriate levels of care and treatment and to identify services that will be provided and the staff responsible for each service. Rosecrance will provide services in accordance with each YRC Participant's individual treatment plan. Treatment plans may include any of the following services as clinically appropriate, as medically necessary, and as agreed upon by the County and Rosecrance: individual, family, and group therapy; crisis intervention; counseling; drug and alcohol screening; Cognitive Behavioral Treatment (CBT); case management; substance use disorder group services; and referrals to other providers or services. Individual therapy sessions will occur at least monthly. Family sessions will occur every other month at a minimum. Case management services will be conducted at a minimum of 1 time per week and up to 4 times per week as needed. Treatment plans will be updated regularly and copies will be distributed to the team. A court report will be prepared prior to each court date for each participant containing their attendance to clinical services and updated information on the participants' progress.

Rosecrance and County agree to consult regularly with each other, to ensure that the clinical treatment needs of the YRC participants are met, and to attend weekly court appearances, staffings and team meetings. The parties agree to provide comprehensive and integrated mental health rehabilitation services and support to YRC participants and their families to decrease

hospitalization and crisis episodes and to increase community functioning in order for the YRC participant to achieve rehabilitative, resiliency, and recovery goals.

The Parties' agree and understand that all services provided by Rosecrance under this Agreement shall be in compliance with all federal and state standards applicable to mental health and substance use treatment.

### **Section 2.03 Transportation Services**

Rosecrance will provide or arrange for transportation services to YRC participants as needed for activities and services that are described in this Agreement and that are required by the YRC participant's treatment plan.

### **Section 2.04 Management and Supervision**

Rosecrance will provide supervision to oversee the delivery of all services by Rosecrance employees to YRC participants and their families. The clinical coordinator is responsible for day-to-day communication and oversight of the team. The coordinator supervises the team which includes orientation, training, regular supervisory meetings, and scheduled evaluations. The coordinator ensures that client records are maintained consistent with all regulations.

### **Section 2.05 Modification upon Agreement**

Services, personnel, treatment hours, and locations are subject to change as agreed upon between the County and Rosecrance.

## **Article III. PAYMENT FOR SERVICES PROVIDED**

### **Section 3.01 Budget Incorporation**

A budget agreed to by Rosecrance and the County detailing the fee schedule and anticipated funding amounts is hereby incorporated into this Agreement and attached hereto as Exhibit A. Rosecrance agrees that the total reimbursement for all services performed pursuant to this Agreement will not exceed the total amount reflected on the annual budget submitted and approved by the County. All amounts set forth in Article III are subject to renegotiation between the Parties at any point during the Term of this Agreement.

### **Section 3.02 Payer of Last Resort**

All reimbursable services will be billed to a client's third party payer, such as commercial insurance or Medicaid, if available. Rosecrance agrees to use the grant funds that are subject to this Agreement as payment of last resort.

### **Section 3.03 Copayments, Deductibles, and Noncovered Services**

To remove any fiscal burden to YRC Participants, any co-payments or deductibles required by any third party payer will be paid by the County utilizing the grant funds and County funds that are the subject of this Agreement. Additionally, any treatment that Rosecrance deems necessary in its professional judgment, but for which payment or coverage has been denied by a third party payer, will be paid for by the County at the Illinois Medicaid rate utilizing the allocated grant and county funds that are the subject of this agreement.

### **Section 3.04 Fee-for-Service Billing**

County agrees to pay Rosecrance for all non-billable services that are not reimbursable by any third party payer including, but not limited to weekly staffing, weekly court calls, daily case management, and all other clinical and therapeutic services that are not reimbursable by a third party payer. These services will be billed on a fee-for-service basis to the County at the rate of \$80.00/hour.

### **Section 3.05 Expenses**

As reflected in the incorporated budget, County agrees to pay Rosecrance for its expenses related to the YRC Program, including cell phone service, telephone service, supplies, medication, mileage, occupancy, and client assistance for bus passes.

County agrees to pay Rosecrance for travel expenses for the designated staff (Home Based Therapist, Intensive Case Manager, Substance Abuse Clinician and Clinical Supervisor) to attend the Illinois Problem-Solving Courts Conference. Travel arrangements must be made in accordance with the State of Illinois Travel guidelines for per diem reimbursement and mileage. Rosecrance agrees to make travel arrangements in accordance with the amounts outlined in Exhibit A and bill County for the travel costs.

### **Section 3.06 Clinical Supervision**

County agrees to pay Rosecrance for during the term of this Agreement, payable in monthly installments, for supervision and oversight provided by a clinical coordinator. The clinical coordinator will attend weekly court hearings and staffings, will provide monthly supervision to direct care providers, and will be available for consultation with the YRC Court Team as necessary.

### **Section 3.07 Management Fee**

County agrees to pay Rosecrance a management fee in addition to payment for all services listed above that will compensate Rosecrance for the supervision, training, and all other direct and indirect expenses associated with providing these services. County agrees to pay Rosecrance a management fee of 24.7% of the monthly services not to exceed \$33,896.77 total or \$14,745.09 in grant funds under the term of this Agreement.

### **Section 3.08 Other Payment Provisions**

County agrees to pay Rosecrance for the services provided in accordance with the provisions of this Agreement. County agrees to pay Rosecrance in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505). County agrees to pay Rosecrance for all services provided prior to the termination date regardless of whether County receives Grant funds from the State of Illinois or from any other funding source.

## **Article IV. MISCELLANEOUS**

### **Section 4.01 No Third-Party Beneficiaries.**

This Agreement shall not confer any rights or remedies upon any Person or other third party other than the Parties and their respective successors and permitted assigns.

### **Section 4.02 Non-Solicitation**

During the Term of this Agreement and for 1 year following the expiration or termination of this Agreement for any reason, County agrees not to solicit or hire directly or indirectly any of Rosecrance's employees who provided services pursuant to this Agreement without the prior written consent of Rosecrance. This Section shall survive termination or expiration of this Agreement.

### **Section 4.03 Governing Law; Consent to Jurisdiction.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated in the Illinois courts located in Winnebago County, Illinois.

### **Section 4.04 Counterparts; Signatures.**

The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

### **Section 4.05 Entire Agreement; Amendment**

This Agreement supersedes all previous agreements, oral or written, and constitutes the entire agreement between the Parties respecting the subject matter of this Agreement, and neither Party shall be entitled to benefits other than those specified herein. As between the Parties, oral statements or prior written materials which are not specifically incorporated herein shall not be



of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended or modified only by an agreement in writing signed by the Parties.

#### **Section 4.06 Modification by Agreement**

The Parties agree and understand that this is the complete Agreement between them and there are no prior or additional agreements except as expressly reference herein, and that no changes or modifications hereto will be made except by express written agreement.

*[remainder of page intentionally left blank]*

The parties have executed and delivered this Memorandum of Agreement between Winnebago County, Illinois and Rosecrance, Inc. relating to the Youth Recovery Court Program as of the date indicated in the first sentence of this Agreement.

**WINNEBAGO COUNTY**

By: \_\_\_\_\_  
Frank Haney, in his capacity as \_\_\_\_\_ Date  
Winnebago County Board Chairman

**17<sup>th</sup> JUDICIAL CIRCUIT COURT**

By: \_\_\_\_\_  
Eugene G. Doherty, in his capacity as \_\_\_\_\_ Date  
Chief Judge of 17<sup>th</sup> Judicial Circuit Court

**ROSECRANCE, INC.**

By:  \_\_\_\_\_ 11-1-17  
David Gomel, President \_\_\_\_\_ Date  
Rosecrance, Inc.

# EXHIBIT A

Budget Item	Grant Portion 43.5%	County Portion 56.5%	Total Cost
Program Coordinator	\$3,224.99	\$4,188.79	\$7,413.78
Fringe Benefits	\$967.50	\$1,256.63	\$2,224.13
Supplies	\$595.08	\$772.92	\$1,368.00
Client Assistance- Bus passes	\$522.00	\$678.00	\$1,200.00
Clinical Staff Court, staffing, and non-reimbursed time \$80/ hour	\$33,930.00	\$44,070.00	\$78,000.00
Client Copayment, Deductibles, & Unfunded	\$19,140.00	\$24,860.00	\$44,000.00
Other (ILAPSC Conference Registration)	\$513.30	\$666.70	\$1,180.00
Other (Management Free) 24.7%	\$14,745.09	\$19,151.68	\$33,896.77
PerDiem (ILAPSC Conference) 4 attendees	\$146.16	\$189.84	\$336.00
ILAPSC Mileage- Reimbursement	\$66.10	\$85.86	\$151.96
Lodging (ILAPSC Conference)	\$591.60	\$768.40	\$1,360.00
	\$74,441.83	\$96,688.81	\$171,130.64

## ADDENDUM TO AGREEMENT

The County of Winnebago, hereafter referred to as the "Implementing Agency" and Rosecrance, Inc., hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

### SECTION 1. INDEPENDENT CONTRACTOR

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

### SECTION 2. TRANSPARENCY ACT COMPLIANCE

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

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

CONTRACTOR'S DUNS Number: 074587932

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

CONTRACTOR'S SAM registration is valid until: 08/20/2020

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

CONTRACTOR'S CAGE Code: 5YKA3

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

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

### **SECTION 3. RECORD RETENTION:**

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

### **SECTION 4. CERTIFICATION:**

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

### **SECTION 5. CRIMINAL CONVICTIONS**

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

### **SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

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

### **SECTION 7. CONFIDENTIALITY OF INFORMATION:**

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the

information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

#### **SECTION 9. APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

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

#### **SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**

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

#### **SECTION 11. STATEMENTS, PRESS RELEASES, ETC.:**

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

#### **SECTION 12. COPYRIGHTS, PATENTS:**

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

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

#### **SECTION 13. PUBLICATIONS:**

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

Any such publication shall contain the following statement:

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

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

#### **SECTION 14. INSPECTION AND AUDIT:**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after

the close of the Implementing Agency's audit period.

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

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

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

#### **SECTION 15. REPORTING GRANT IRREGULARITIES**

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

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

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

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

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

Illinois Criminal Justice Information Authority  
Attn: Grant Monitor  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 16. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected



starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

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

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

#### **SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority  
300 W. Adams Suite 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 18. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### **SECTION 19. SEXUAL HARASSMENT POLICIES**

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

#### **SECTION 20. USE OF FUNDS**

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

#### **SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

#### **SECTION 22. CERTIFICATION REGARDING LOBBYING:**

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

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

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

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

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.

## ACCEPTANCE OF ADDENDUM

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

\_\_\_\_\_  
Authorized representative of the Implementing Agency

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized representative of the CONTRACTOR

  
\_\_\_\_\_  
Date



SECTION 10/23/19A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1) ☐

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

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

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

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a) ☐

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

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

2b) ☐

Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) ☐

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

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

4) ☐

For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:  
☐ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;  
☐ Complies with other statutory policies (please specify);

The Restricted Indirect Cost Rate is \_\_\_\_\_ %

5) ☒

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

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

Period Covered by the NICRA: \_\_\_\_\_

Approving Fed/State Agency (please specify): \_\_\_\_\_

The Indirect Cost Rate is: \_\_\_\_\_ %

The Distribution Base is: \_\_\_\_\_

Section A - Indirect Cost Info

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Winnebago County		DUNS#: 010243822		NOFO ID: 2096-988	
CFSA Number: 546-00-2096		CSFA Short Description: Illinois Family Violence Coordinating Council (IFVCC)		State Fiscal Year(s): 2020	
				Project Period: 07/01/2019-06/30/2020	
If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.					
SECTION B -- MATCH FUNDS					
Program Revenues		Year 1			
Grantee Match Requirement: _____% (ICJIA to populate only if match is required)					
(b). -Cash					
(c). -Non-cash					
(d). Other Funding & Contributions					
NON-STATE Funds Total \$		-			
BUDGET SUMMARY MATCH FUNDS					
Budget Expenditure Categories		Year 1			
OMB Uniform Guidance Federal Awards Reference 2 CFR 200					
1. Personnel (Salaries & Wages)	200.430	-			
2. Fringe Benefits	200.431	-			
3. Travel	200.474	-			
4. Equipment	200.439	-			
5. Supplies	200.94	-			
6. Contractual Services (200.318) & Subawards (200.92)		-			
16. Total Direct Costs (lines 1-15)	200.413	-			
17. Indirect Costs* (see below)	200.414				
Rate: _____ % Base: _____					
18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)		\$		Section B -Match Funds	

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Winnebago County		DUNS#: 010243822		NOFO ID: 2096-988	
CFSA Number: 546-00-2096		CSFA Short Description: Illinois Family Violence Coordinating Council (IFVCC)		Project Period: 07/01/2019-06/30/2020	

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

(2 CFR 200.415)

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

Implementing Agency	Program Agency
---------------------	----------------

Winnebago County	Winnebago County
Name of Applicant Institution/Organization	Name of Applicant Institution/Organization
Signature	Signature
Steve Chapman	Frank Haney
Name of Official	Name of Official
County Administrator & Chief Financial Officer	County Board Chariman
Title	Title
Chief Financial Officer (or equivalent)	Executive Director (or equivalent)
Date of Signature	Date of Signature

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

**FFATA Data Collection Form** (See instructions below to determine if this form needs to be completed)

Under FFATA, any implementing agency that receives \$25,000 or more from federal funds for this award must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

<b>Grantee (or Subgrantee) DUNS:</b>			
<b>Grantee (or Subgrantee) Name:</b>			
<b>Grantee (or Subgrantee) DBA:</b>			
<b>Grantee (or Subgrantee) Address:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip+4:</b>	<b>Congressional District:</b>
<b>Grantee (or Subgrantee) Principal Place of Performance:</b>			
<b>City:</b>	<b>State:</b>	<b>Zip+4:</b>	<b>Congressional District:</b>
Grant #: 322017	Award Amount: \$	32,650	Project Period: 07/01/2019-06/30/2020
<b>State of Illinois Awarding Agency:</b> Illinois Criminal Justice Information Authority			
<b>CSFA Short Description:</b> Illinois Family Violence Coordinating Council (IFVCC)			
<b>Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:</b>			
<b>Q1.</b> In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?			
Yes <input type="checkbox"/> If yes, must answer Q2 below.			
No <input type="checkbox"/> If no, you are not required to provide data.			
<b>Q2.</b> Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?			
Yes <input type="checkbox"/> If yes, you are not required to provide data.			
No <input type="checkbox"/> If no, you must provide the data. Please fill out the rest of this form.			
<b>Please provide names and total compensation of the top five officials:</b>			
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	
Name:		Amount:	



## Section C - Budget Worksheet & Narrative

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

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

Name	Position	Computation			Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time			
<b>Kelsey Hart</b>	<i>Local Council Coordinator</i>	\$ 19,188	Year	100.00%	\$ 19,188		\$ 19,188
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
<b>Total</b>					\$ 19,188.00	\$ -	\$ 19,188.00

Personnel Narrative:

- The Local Council Coordinator is a part-time position, working approximately 20.5 hours per week at a rate of \$18/hour. The LCC provides administrative assistance to the council and mobilizes resources to effectively address the goals, and accompanying activities, as outlined in the grant. The LCC works with established committees to identify, develop, and analyze work plans to meet the grant's goals. The LCC networks to establish new committees, as identified by the Steering Committee. Responsibilities of the LCC also include completing all data and fiscal reports as required.
- A 3% standard cost of living raise is included for the LCC, bringing the hourly rate from \$17.50 in FY19 to \$18 in FY20. \$18 x 20.5 hours per week x 52 weeks = \$19,188.00. This is a county wide standard rate increase for cost of living.

150727Z JUL 75

2). **Fringe Benefits (2 CFR 200.431)**--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (i.e., Retirement, Insurance, Worker's Comp, etc), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

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

[illegible]

**Fringe Narrative:**

- Fringe benefits for LCC are calculated based on 7.65% for FICA and 7.03% for IMRF. No additional benefits are provided through the FVCC grant.

### Section C - Budget Worksheet & Narrative

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

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

[illegible]

- LCC travel costs include 2 trips from Rockford, IL to Springfield, IL as required by IFVCC. One is one-day trip for All Council Meeting; other is 2-day trip with an All Council Meeting, followed by Statewide IFVCC Training.
- 205 miles one-way x .58 reimbursement rate =  $119 \times 4 =$  \$476
- Lodging \$70 (approved state rate) per night plus 13% tax = \$80
- Per diem \$28 per day x 3 days = \$84
- Nat'l Speaker Travel Expenses -This project will support the cost to bring one national level expert to Rockford to conduct a training for community members and professionals. This training will attendees's awareness and knowledge on family violence related issues and provide up to date, relevant information that will be useful in their work.
- Based on past experience and grant projects, most presenters reside in metropolitan areas, outside of Illinois, where roundtrip airfares average \$400 per trip.
- Airfare = \$400
- Ground Transportation (car rental) to travel from Chicago to Rockford and locally = \$100 for 2 days or 50 per day.
- Hotel 1 night = \$80 (\$70.00 approved state rate plus 14% tax)
- Per Diem \$28/day x 2 days = \$56
- Estimated mileage for LCC and 3 council members in 2 cars from Rockford, IL to the National Conference on Health and Domestic Violence in Chicago (April 27-30, 2020).
- 90 miles one way x .58 =  $52 \times 2$  (round trip) = \$104.40 x 2 cars = \$209
- Lodging \$257 (\$219.00 approved federal rate according to [gsa.gov](https://gsa.gov) plus 17.4% tax) x 2 rooms =  $5514 \times 3$  nights = \$1,542
- Per Diem \$28/day x 3 days = \$84
- Estimated 4 council members in two cars from Rockford, IL to attend the statewide IFVCC Spring Training in Springfield, IL.
- 205 miles one way x .58 =  $119 \times 2$  (round trip) = \$238 x 2 cars = \$476



## Section C - Budget Worksheet & Narrative

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

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

[illegible]

**Supplies Narrative:**

- General supplies listed in the budget are necessary for the LCC to execute all duties and responsibilities as required by the FVCC grant project. The cost of supplies is estimated based on purchases in prior grant funded years and includes: printer cartridges, pens, folders, paper clips, staples, post-its, markers and paper.
- Printing costs are estimated based on prior grant funded years. Quantities and prices will vary depending on needs for events and types of printing required. For example, our health care committee has requested a reprint of RADAR cards, which will include cutting and laminating. Cutting and laminating does increase cost. Costs for basic, high quality printing should not exceed \$0.50 per sheet.

## Section C - Budget Worksheet & Narrative

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

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

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

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

Description	Computation					Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)				
Natl Speaker prep time and speaking fee	\$ 2,000.00	1	1	100.00%		\$ 2,000		\$ 2,000
Costs associated with CLEs and CEUs for nat'l training and lunch & learn programming	\$ 250.00	1	1	100.00%		\$ 250		\$ 250
Costs associated with sending LCC to nat'l training	\$ 500.00	1	1	100.00%		\$ 500		\$ 500
Costs associated with OP Clinic video	\$ 1,000.00	1	1	100.00%		\$ 1,000		\$ 1,000
Stipend for Training	\$ 500.00	1	1	100.00%		\$ 500		\$ 500
Costs associated with reasonable accommodations for people with disabilities	\$ 350.00	1	1	100.00%		\$ 350		\$ 350
<b>Total</b>						<b>\$ 4,600</b>	<b>\$ -</b>	<b>\$ 4,600</b>

### Contractual Narrative:

- In FY20, grant funds will support the cost of bringing one national expert on a family violence related topic to train professionals and community members in the 17th Judicial Circuit. Cost will not exceed \$2,000 for speaker's prep time and presentation. Prep time 8 hours, travel time 12 hours, and presentation time 8 hours = 28 hours (2000/28= \$71 estimated hourly rate) Grantee will not expend funds for training without providing additional written documentation of the specific training for ICJIA's review and approval.
- \$350 for reasonable accommodations for people with disabilities. To comply with ADA, the 17th FVCC is committed to providing reasonable accommodations for people with disabilities to participate in meetings and trainings. This includes ASL translators, braille, and other technological solutions. These costs will vary dependent on frequency, quantity, and availability. This is based on previous grant experience.
- To encourage participation in our nat'l training, the 17th FVCC will offer Continuing Legal Education credits and Continuing Education Credits for professionals. Based on past experience, CLEs cost is \$50/per event. CLEs = \$50.00. We will also offer CLEs at some of our monthly lunch and learns events \$50 x 4 = \$200. Total \$50 + \$200 = \$250
- Stipends will include agencies participating in planning meetings, committees and assisting with implementation of trainings, lunch and learns and educators' submit to increase the coordinated response to violence. -Rate anticipated based on past experience is no more than \$25.00 per hour. Hours will vary from agency to agency depending on specific duties they are responsible for. Stipend provided to local human trafficking agency for participation in planning and training for Educators' Summit. Total hours estimated between at 20 and 60 per one agency. Total stipends cost is \$500.
- Conference Fee = \$500 Support the LCC to attend the National Conference on Health and Domestic Violence. The LCC will attend this training with members of the Medical Response to Domestic Violence to enhance knowledge and gain tools that will be brought back to the local council and used to develop and enhance the coordinated community response to family violence. This estimated cost is based on trainings that have been offered in the past by other nat'l organizations like the Battered Woman's Justice Project and End Violence Against Women International.
- \$1000 for costs associated with completing OP Clinic video to educate victims seeking Emergency and Plenary OPs. Rate based on quote from local videographer. Total cost of project is shared with Domestic Violence Coordinated Courts and includes substantial donated time from videographer.

16). Indirect C

**Note:** Please see

--	--

Indirect Cost M

This is to certify

- (1) The costs in
- (2) The indirect
- (3) The direct c

Violation of this  
under this grant,





<b>ICJIA Agency Approval</b>		<b>STATE OF ILLINOIS</b>		<b>AGENCY:</b>	
Implementing Agency Name: Winnebago County		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		Illinois Criminal Justice Information Authority	
CFSA Number: 546-00-2096		DUNS#: 010243822		NOFO ID: 2096-988	
		CSFA Short Description: Illinois Family Violence Coordinating Council (IFVCC)		State Fiscal Year(s): 2020	
				Grant #: 322017	
				Project Period: 07/01/2019-06/30/2020	

**FOR ICJIA USE ONLY**

<b>Final Budget Amount Approval</b>			
Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

<b>Budget Revision Amount Approval</b>			
Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

<b>Budget Revision Amount Approval</b>			
Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

\$200,308 Revision of budget and program plans

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

Agency Approval

**RESOLUTION**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Aaron Booker  
Submitted by: Public Safety Committee

2020 CR

---

**RESOLUTION RENEWING THE ANNUAL MAINTENANCE AGREEMENT  
FOR X-RAY SCANNERS**

---

**WHEREAS**, the County of Winnebago purchased the following seven X-Ray Scanners for various security locations within County facilities in 2012 from AutoClear, LLC; and,

MODEL: **AC6848** SERIAL # **121025P#235MESM**  
MODEL: **AC6848** SERIAL # **130122P#08MESM**  
MODEL: **AC6848** SERIAL # **130124P#09MESM**  
MODEL: **AC6848** SERIAL # **121025P#236MESM**  
MODEL: **AC6848** SERIAL # **121107P#253MESM**  
MODEL: **AC6848** SERIAL # **121107P#252MESM**  
MODEL: **AC6848** SERIAL # **121106P#249MESM**

**WHEREAS**, a one (1) year Platinum Level Maintenance Agreement was included with the original purchase and has been renewed annually, providing premier service and unlimited technical support, parts, travel expenses of technicians, and two (2) preventive maintenance checks with radiation survey (cleaning, adjustments, tightening, and calibrations) to be completed on each unit per year; and

**WHEREAS**, proper maintenance for this security equipment is vital to the safety of all persons entering a secure County facility, and to ensure compliance with standards specifically established by the State of Illinois for this type of equipment; and

**WHEREAS**, the County of Winnebago would like to renew the AutoClear, LLC Annual Maintenance Agreement for each scanner at the Platinum Level rate of FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400.00) per unit, for a total of THIRTY-THOUSAND EIGHT HUNDRED DOLLARS (\$30,800.00); and

**WHEREAS**, the Public Safety Committee of the County Board for the County of Winnebago, Illinois has reviewed the AutoClear, LLC Annual Maintenance Agreement and recommends renewal;and

**WHEREAS**, the Public Safety Committee has determined that the funding for the aforementioned purchase shall be as follows:

<b>12000-27000:</b>	<b>2 X-Ray Machines</b>	<b>\$ 8,800</b>
<b>12000-01721:</b>	<b>3 X-Ray Machines</b>	<b>\$13,200</b>
<b>12000-01056:</b>	<b>1 X-Ray Machine</b>	<b>\$ 4,400</b>
<b>12000-01526:</b>	<b>1 X-Ray Machine</b>	<b>\$ 4,400</b>

**NOW, THEREFORE, BE IT RESOLVED**, that any agreement entered into by the County pursuant to the authority granted in this Resolution shall have substantially the same terms as those contained in the agreement, which is attached to this Resolution as Resolution Attachment A.

**BE IT FURTHER RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Facilities Engineer is hereby directed and authorized to renew the AutoClear, LLC Annual Maintenance Agreement with AutoClear, LLC and to issue a purchase order to AUTOCLEAR, LLC, 10A BLOOMFIELD AVENUE PINE BROOK, NJ 07058 in the amount of THIRTY THOUSAND EIGHT HUNDRED DOLLARS (\$30,800.00) for payment of the one year agreement.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby directed and authorized to prepare and deliver certified copies of this Resolution to the Facilities Engineer, Director of Purchasing, Finance Director, Board Office and County Auditor.

Respectfully Submitted,  
**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

\_\_\_\_\_  
AARON BOOKER, CHAIRMAN

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
PAUL ARENA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
JOHN BUTITTA

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
DAN FELLARS

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
ANGIE GORAL

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

\_\_\_\_\_  
FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT

The above and foregoing Resolution was adopted by the County Board of the County of  
Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_ 2020.

ATTESTED BY:

\_\_\_\_\_  
**FRANK HANEY**  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

\_\_\_\_\_  
**LORI GUMMOW**  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

## Resolution Attachment A

### AUTOCLEAR

10A BLOOMFIELD AVE, PINE BROOK, NJ 07058

Tel: 973-276-6000;

Fax: 973-276-6166

### ANNUAL MAINTENANCE AGREEMENT

BILLING ADDRESS:

SYSTEM ADDRESS:

Winnebago County

650 West State St

Rockford, IL 61101

GSA ACCOUNT: \_\_\_\_\_

ATTN: Ann Johns  
PHONE: 815-319-4386

<u>MODEL</u>	<u>SERIAL #</u>	<u>AGREEMENT PERIOD</u>	<u>PLAN</u>	<u>PRICE</u>
AC6848	121025P#235MESM	01/28/20 – 01/27/21	PLATINUM	\$4400
AC6848	130122P#08MESM	01/28/20 – 01/27/21	PLATINUM	\$4400
AC6848	130124P#09MESM	01/28/20 – 01/27/21	PLATINUM	\$4400
AC6848	121025P#236MESM	01/28/20 – 01/27/21	PLATINUM	\$4400
AC6848	121107P#253MESM	01/28/20 – 01/27/21	PLATINUM	\$4400
AC6848	121107P#252MESM	01/28/20 – 01/17/21	PLATINUM	\$4400
AC6848	121106P#249MESM	01/28/20 – 01/27/21	PLATINUM	\$4400

TOTAL: \$30,800

THERE ARE 2 PREVENTIVE MAINTENANCE CHECKS WITH RADIATION SURVEY PER YEAR WITH THE PLATINUM LEVEL. TO BE SCHEDULED BY THE ACCOUNT.  
PLEASE SIGN BELOW AND RETURN WITH PO OR PAYMENT

CUSTOMER SIGNATURE \_\_\_\_\_

POSITION \_\_\_\_\_

DATE \_\_\_\_\_

ACCEPTED BY AUTOCLEAR \_\_\_\_\_

DATE: \_\_\_\_\_

AUTOCLEAR,LLC AGREES TO PROVIDE AND THE CUSTOMER AGREES TO ACCEPT MAINTENANCE AGREEMENT SERVICES ON THE EQUIPMENT LISTED ABOVE TO THE PLAN CHOSEN. THE TERMS & CONDITIONS LISTED SEPARATELY ARE THE SOLE TERMS & CONDITIONS.

# AUTOCLEAR MAINTENANCE AGREEMENT

## GENERAL TERMS AND CONDITIONS

- A. Equipment:** This Agreement covers only the Equipment described and does not include items that are not of AutoClear LLC (AC) manufacture unless otherwise specified.
- B. INSPECTION:** Each item of Equipment shall be inspected and tested each year as specified in the Plan selected. Repairs and adjustments will be made provided the need rises from normal usage and not from abuse, labor disputes, fire, water, explosions, or as a result of improper power or environmental conditions that are the responsibility of the Customer. This inspection shall consist of a complete check of the Equipment, alignment, and cleaning when considered necessary by an AC Service Engineer or Authorized Service Representative.
- C. CONDITIONS OF ACCEPTANCE:** AC will inspect and overhaul any Equipment that is not currently covered by either the Warranty or Annual Maintenance Agreement in order to determine that the Equipment is acceptable before enrollment. The inspection and overhaul will be at the Customer's location and will be chargeable at a Discounted Per Diem Rate plus the cost of any parts needed.
- D. REPAIR:** AC shall repair at no charge any Equipment that fails under normal usage that is repairable at Customer's location. Equipment that requires factory attention must be returned to the factory for repair at Customer's expense. All items being returned must have a Return Authorization Number that is received from the Service Department. This Agreement does not include repairs resulting from Operator Error, Damage caused by a third party, Acts of Nature, Union Disputes, etc.
- E. RESPONSIBILITY:** All services are to be performed in good faith, but no responsibility can be assumed by AC for delays by suppliers in providing material services, for acts of God, decrees or acts of government, strikes, delays in transportation, Unavailability of Replacement Parts, interruption of business of either party or other causes beyond AC's control and in any event AC shall not be liable for consequential loss or damage.
- F. COMPONENT EXCHANGES:** AC may, at its discretion, exchange or modify components. Only those components, which may have not been altered in such fashion as to destroy their intrinsic value, will be considered suitable for exchange or modification.
- G. EMERGENCY SERVICE:** In addition to the agreed inspection visit, Customer may call for visits at no additional charge during our Regular Business Hours in case of Emergency Technical Breakdowns. The term Emergency Technical Breakdown as used here shall not apply to normal replacement of expendable items. Every responsible effort will be made to give a 24-hour AutoClear response time to emergency calls during regular business hours.
- H. COVERAGE:** The Maintenance Agreement shall cover travel expenses, parts and services as specified in the Service Plan selected. See attached Service Plan Options.
- I. CUSTOMER FACILITIES:** Customer is to provide resources necessary to move or transport Equipment, including the services of electricians, plumbers, masons, carpenters, or other craftsmen where such services may be necessary in modifying or correcting the customer's facilities. Such service is to be provided promptly.
- J. RENEWAL:** This Agreement may be renewed for additional successive yearly periods by mutual consent at prices effect at time of renewal.
- K. TERMINATION:** Either party may terminate this Agreement at any time on 30-Day Written Notice. Any refunds and additional charges shall be made on a Pro-Rata basis.
- L. PAYMENT TERMS:** Invoices will be issued approximately 30 days prior to the commencement of the Agreement. Payment is Net 30 Days from the date of the invoice. Special terms are available subject to an additional service charge. Standard U.S. Government payment terms for the period of the Agreement will be extended to all Federal Agencies. Credit Cards are accepted for payment.
- M. HOURS OF SERVICE:** All maintenance rates are based on providing service during our Regular Business hours, 8:30 to 5:00pm. Monday thru Friday excluding Holidays. Where service is required in addition to or outside of these hours, such service is chargeable at our Normal Hourly rate instead of our over-time hourly rate charged to Per Diem Customers. Service outside our normal working hours where a Service Engineer is called from their home has a Four Hour Minimum Charge.
- N. TRAVEL TIME:** Travel time will be that time spent traveling from the last location or from the local Service Office, whichever is the lesser distance under normal circumstances, and then return to same or any portion thereof, not chargeable to another Customer.
- O. GUARANTEE:** All Per Diem work performed and all material installed (excluding that material which has its own specific warranty), by AC is guaranteed for 30 days from completion date, for that work actually performed to be within manufacturer's specifications. Additional work required, regardless of time interval, will be charged accordingly.
- P. TAXES:** Customer shall pay all applicable taxes payable based on charges made or services furnished hereafter.