

# **PUBLIC SAFETY and JUDICIARY COMMITTEE AGENDA**

**Called by:** Burt Gerl, Chairman

**Members:** Aaron Booker, Brad

Lindmark, Tim Nabors, Angie Goral,

Kevin McCarthy, Dorothy Redd

**DATE:** WEDNESDAY, FEBRUARY 16, 2022

**TIME:** 5:30 PM

**LOCATION:** ROOM 510

COUNTY ADMINISTRATION BLDG

404 ELM STREET

ROCKFORD, IL 61101

## **AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – None
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary 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.
- E. Resolution Accepting Award and Authorizing Services Agreements for Smart Probation: Innovations in Supervision
- F. Resolution Accepting Award and Authorizing Service Agreement for the Violent Crime Reduction in Illinois Communities (VCRIC) Program
- G. Resolution Awarding an Agreement with Benchmark Analytics
- H. Update on Animal Services Department 2021 Operating Statistics
- I. Other Matters
- J. Adjournment



## Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety & Judiciary Committee  
**Committee Date:** February 16, 2022  
**Resolution Title:** RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICES AGREEMENTS FOR SMART PROBATION: INNOVATIONS IN SUPERVISION.  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** February 24, 2022  
**Budget Information:**

<b>Was item budgeted?</b>	No	<b>Amount:</b>	\$714,808
<b>If not, explain funding source:</b> U.S. Department of Justice			
<b>ORG/OBJ/Project Code:</b> 61400/various/02702			<b>Budget Impact:</b> n/a

**Background Information:** Winnebago County and the 17<sup>th</sup> Judicial Circuit Court propose to accept award to expand services and service hours at the Winnebago County Resource Intervention Center (RIC). The award provides funding for the 17<sup>th</sup> JUDICIAL CIRCUIT COURT to employ a RIC PM Program Coordinator as well as additional funding to support staff for Thinking for a Change evening programming. The 17<sup>th</sup> Judicial Circuit Court will enter into agreement with REMEDIES to provide Partner Abuse Intervention Programming (PAIP), to include Spanish services. Also included is funding for evening security which will be provided by METRO SECURITY, and grant compliance support which will be provided by WINNEBAGO COUNTY.

**Recommendation:** I recommended the following 3-year Agreements:

- |  |           |
|--|-----------|
| 1) Accept Award Agreement from U.S. Department of Justice            | \$714,808 |
| 2) Sub- Agreement with Remedies for Partner Abuse Intervention @ RIC | \$214,720 |
| 3) Sub-Agreement, Metro Security                                     | \$ 56,160 |

**Contract/Agreement:** County will accept Smart Probation: Innovations in Supervision Initiative, thereby entering into Agreement with the UNITED STATES DEPARTMENT OF JUSTICE; execute Agreements with REMEDIES (\$214,720) and METRO SECURITY (\$56,160), both of which will contain a 30-day out clause.

**Legal Review:** Legal will review all Sub-Agreements prior to execution.

**Follow-Up:** Chairman's Office of Criminal Justice Initiatives and the 17<sup>th</sup> Judicial Circuit Court will proceed with agreement(s) executions.

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

Sponsored by: Burt Gerl  
Submitted by: Public Safety and Judiciary Committee

2022 CR

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**RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICES AGREEMENTS FOR SMART  
PROBATION: INNOVATIONS IN SUPERVISION**

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**WHEREAS**, Winnebago County and the 17<sup>th</sup> Judicial Circuit Court have been awarded the Innovation in Supervision: Smart Probation grant from the Department of Justice; and

**WHEREAS**, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Award Letter from the U.S. DEPARTMENT OF JUSTICE; and

**WHEREAS**, the Finance Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

**61400/various/02702**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an Agreement with U.S. DEPARTMENT OF JUSTICE, in the dollar amount Seven Hundred Fourteen Thousand, Eight Hundred and Eight Dollars (\$714,808) and Sub Agreements with REMEDIES RENEWING LIVES, in the amount of two hundred fourteen thousand, seven hundred twenty dollars (\$214,720), and expenses of fifty-six thousand, one hundred sixty dollars (\$56,160) for METRO SECURITY.

**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 authorized to prepare and deliver certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,

**PUBLIC SAFETY and JUDICIARY COMMITTEE**

**AGREE**

\_\_\_\_\_  
Burt Gerl, Chairman

\_\_\_\_\_  
Aaron Booker

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Brad Lindmark

\_\_\_\_\_  
Tim Nabors

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

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

**DISAGREE**

\_\_\_\_\_  
Burt Gerl, Chairman

\_\_\_\_\_  
Aaron Booker

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Brad Lindmark

\_\_\_\_\_  
Tim Nabors

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Joseph V. Chiarelli, 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

## ✓ Award Letter

December 3, 2021

Dear Marlana Dokken,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by WINNEBAGO, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Smart Probation: Innovations in Supervision Initiative. The approved award amount is \$714,808.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Amy Solomon  
Acting Assistant Attorney General

### **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial

assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## **Memorandum Regarding NEPA**

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

The Smart Probation: Innovations in Supervision Program provides state, tribal, and local community corrections agencies with information, resources, training and technical assistance on ways to improve supervision capacity and partnerships with other justice agencies to prevent recidivism and reduce crime in their jurisdictions.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third-party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of

Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

\_\_\_\_\_

Last Name

Terry

## ▼ Award Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

### Recipient Information

**Recipient Name**

WINNEBAGO, COUNTY OF

**DUNS Number**

010243822

**Street 1**

404 ELM ST STE 104

**Street 2**

\_\_\_\_\_

**City**

ROCKFORD

**State/U.S. Territory**

Illinois

**Zip/Postal Code**

61101

**Country**

United States

**County/Parish**

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**Province**

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**Award Details****Federal Award Date**

12/3/21

**Award Type**

Initial

**Award Number**

15PBJA-21-GG-02797-SMTP

**Supplement Number**

00

**Federal Award Amount**

\$714,808.00

**Funding Instrument Type**

Grant

**Assistance Listing Number   Assistance Listings Program Title**

16.812

**Statutory Authority**

Consolidated Appropriations Act, 2021, Public Law 116-260, 134 Stat 1182, 1259



*I have read and understand the information presented in this section of the Federal Award Instrument.*

**▼ Project Information**



**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**Solicitation Title**

2021 BJA FY 21 Smart Probation:  
Innovations in Supervision Initiative

**Awarding Agency**

OJP

**Program Office**

BJA

**Application Number**

GRANT13388185

**Grant Manager Name**   **Phone Number**

Tracey Willis

202-305-1766

**E-mail Address**

Tracey.Willis@ojp.usdoj.gov

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**Project Title**

Winnebago County, Resource Intervention Center (RIC) Expansion Project

**Performance Period  
Start Date**

10/01/2021

**Performance Period End  
Date**

09/30/2024

**Budget Period Start  
Date**

10/01/2021

**Budget Period End Date**

09/30/2024

**Project Description**

The proposed project will expand hours and programming at the Winnebago County Resource Intervention Center (RIC) in *Rockford, Illinois*. The RIC is an evidence-based, multiagency, multidisciplinary center where public and private agencies assign staff to be co-located on-site to deliver coordinated services to the target population, *moderate and high-risk individuals on probation or pre-trial supervision in Winnebago County*.

The RIC currently operates Monday – Friday from 8 a.m. – 5 p.m., this funding will allow RIC to offer programming until 8:00 p.m. Monday – Thursday. *The funding goal is to reduce recidivism by increasing access to services, which will benefit individuals*

*needing services, and the community as a whole.*

Foundational to the RIC is adherence to the risk-need-responsivity (RNR) model, which states the risk and needs of the offender should determine the strategies appropriate for addressing the individual's criminogenic factors before and after release. Risk level is determined using validated risk/need assessments, a mandatory eligibility requirement for RIC services. RIC is available to moderate to high risk individuals and does not mix low risk populations.

Programming at the RIC is reflective of dynamic, changeable factors. RIC programming is a collaborative effort with community service agencies providing high school equivalency; job readiness; substance abuse assessment, intensive outpatient treatment; parenting classes; and Partner Abuse Intervention Programs (PAIP). RIC staff provides cognitive behavioral change groups such as anger management, Thinking 4 Change (T4C), Beyond Violence, and Beyond Trauma. RIC Therapists provide mental health assessments, individual therapy, and group therapy. Additionally, RIC personnel provide orientation groups, relapse prevention programming, and substance abuse aftercare.

*Primary activities include a strategic planning period in which project partners define expanded duties of the RIC PM Programs Coordinator, research options for additional evening programs, and establish security safeguards for p.m. services. Products and deliverables include a Strategic Action Plan, and implementation of PM programming.*

Community data and RIC wait lists suggest slating T4C and PAIP (expanded to offer Spanish) as the first two programs offered in evening hours. T4C will be led by the RIC PM Programs Coordinator and delivered in small groups over 25 lessons. Classes will meet 2 nights per week for 2 hours. The curriculum was developed in cooperation with the National Institute of Corrections and is an evidence-based, best-practice model. PAIP will be led by partner, Remedies, using the Cognition Works Change Curriculum. PAIP is 24 weeks in duration, each group meeting once per week for 2 hours.



*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ✓ Financial Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

The recipient budget is currently under review.



*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ✓ Award Conditions

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**



### Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any

subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## 2

### Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -

- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or
- (2) uses or operates a "Federal information system" (OMB Circular A-130).

The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## 3

### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## 4

### Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

## 5

### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## 6

### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## 7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## 8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## 9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

## 10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of

federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## 11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## 12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## 13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## 14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of

the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## 15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## 16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## 17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## 18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)



The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 19

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## 20

### Employment eligibility verification for hiring under the award

#### 1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

#### 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

#### 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

#### 4. Rules of construction

##### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

##### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 21

### Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award,

to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

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

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

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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

## 22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory

provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## 23

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

## 24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## 25

### Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## 26

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## 28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to

trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 29

### Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## 30

### Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## 31

### Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

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

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web

site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

### 32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

### 33

The recipient must deliver to BJA, by the termination of the award period, an electronic copy of the Final Analysis and Report by the research partner. The Final Analysis and Report by the research partner must be submitted as a Deliverable via upload into the JustGrants System. The Final Analysis and Reports are, in general, made available to the public through the National Criminal Justice Reference Service (NCJRS) and may be electronically posted in the NCJRS virtual library.

### 34

The recipient may incur obligations, expend, and draw down funds in an amount not to exceed \$200,000 for the sole purpose of establishing an action plan within 180 days of receiving final approval of the project's budget from OCFO. The grantee is not authorized to incur any additional obligations, make any additional expenditures, or drawdown any additional funds until BJA has reviewed and approved the grant recipient's completed action plan and has issued an Award Condition Modification (ACM) removing this condition.

### 35

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

### 36

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier

subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### 37

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

### 38

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

### 39

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

### 40

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

### 41

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief



Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.



*I have read and understand the information presented in this section of the Federal Award Instrument.*

## ➤ **Award Acceptance**

## Section C1 - 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.

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)			
<i>TBD</i>	<i>RIC PM Program Coord. Yr 1</i>	\$ 43,000	annually	100.00%	1.00			\$ 43,000
<i>TBD</i>	<i>RIC PM Program Coord. Yr 2</i>	\$ 44,290	annually	100.00%	1.00			\$ 44,290
<i>TBD</i>	<i>RIC PM Program Coord. Yr 3</i>	\$ 45,619	annually	100.00%	1.00			\$ 45,619
<i>TBD</i>	<i>Grant Compliance Mgr, Yr 1</i>	\$ 55,000	annually	25.00%	1.00			\$ 13,750
<i>TBD</i>	<i>Grant Compliance Mgr, Yr 2</i>	\$ 56,375	annually	20.00%	1.00			\$ 11,275
<i>TBD</i>	<i>Grant Compliance Mgr, Yr 3</i>	\$ 57,785	annually	20.00%	1.00			\$ 11,557
<i>TBD</i>	<i>Probation Co-Facilitator #1 Yr1</i>	\$ 53	hour	100.00%	260.00			\$ 13,775
<i>TBD</i>	<i>Probation Co-Facilitator #1 Yr2</i>	\$ 55	hour	100.00%	260.00			\$ 14,329
<i>TBD</i>	<i>Probation Co-Facilitator#1 Yr3</i>	\$ 57	hour	100.00%	260.00			\$ 14,906
<i>TBD</i>	<i>Probation Co-Facilitator#2 Yr1</i>	\$ 53	hour	100.00%	260.00			\$ 13,775
<i>TBD</i>	<i>Probaiton Co-Facilitator#2 Yr 2</i>	\$ 55	hour	100.00%	260.00			\$ 14,329
<i>TBD</i>	<i>Probation Co-Facilitator#2 Yr3</i>	\$ 57	hour	100.00%	260.00			\$ 14,906
		<i>Total</i>				\$ -	\$ -	\$ 255,511

### Personnel Narrative:

**RIC PM Program Coordinator** is responsible for the oversight of PM operations, including assessments, interventions, data collection, documentation, and the development and implementation of policies and procedures related to this project. The Program Mgr is also responsible for reviewing referrals, scheduling and conducting orientation, entering attendance, outcomes and any other required data, as well as facilitating PM groups. \$43,000 (annual salary, Year 1) + 44,290 (annual salary, Year 2) + 45,619 (annual salary, Year 3) = \$132,909

**Grant Compliance Manager** is responsible for ensuring data, financial, and contractual compliance; data, financial, and other reports due over the course of the funding period; and payment for subcontracted services. \$55,000 (annual salary Year 1) @ 25% = \$13,750(per year); \$56,375 (annual salary Year 2) @ 20% = \$11,275 (per year); 57,785 (annual salary Year 3) @ 20% = \$11,557 13,750 + 11,275 + 11,557 = \$36,582 Total Salary (Years, 1 - 3)

**Probation Co-Facilitators** are responsible for co-facilitation of PM Thinking for Change Groups. The two groups will each be facilitated two evenings per week. These facilitator positions will be filled by two current probation officers working in an overtime capacity for five hours per week. The positions will be filled during the planning period, so the hourly rate is unknown, but has been calculated using the hourly rate of the highest paid qualified employee. \$52.98 (hourly overtime rate Year 1) x 5 hours/week x 52 weeks/year = \$13,774.80 x 2 staff = \$27,549.60; \$55.11(hourly overtime rate Year 2) x 5 hours/week x 52 weeks/year = \$14,328.60 x 2 staff = \$28,657.20; \$57.33 (hourly overtime rate Year 3) x 5 hours/week x 52 weeks/year = \$14,905.80 x 2 staff = \$29,811.60

**\$132,909 + \$13,750 + \$11,275 + \$11,557 + \$13,775 + \$14,329 + \$14,906 + \$13,775 + \$14,329 + \$14,906 = \$255,511**

## Section C2 - Budget Worksheet & Narrative

**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.

Name	Position	Fringe Costs								Federal/State Amount	Match	Total Cost
		Calculated Salary	FICA	Other RETIREMENT	Other W/C	Other UNEMP	Flat Rate Fringe	Flat Rate Fringe				
			7.6500%	7.1400%	2.2700%	0.3000%	LIFE	HEALTH				
TBD	RIC PM Program Coord.Yr 1	\$ 43,000	\$ 3,289.50	\$ 3,070.20	\$ 976.10	\$ 129.00	\$ 30.00	\$ 22,022.00			29516.80	
TBD	RIC PM Program Coord. Yr-2	\$ 44,290	\$ 3,388.19	\$ 3,162.31	\$ 1,005.38	\$ 132.87	\$ 30.00	\$ 22,022.00			29740.74	
TBD	RIC PM Program Coord. Yr-3	\$ 45,619	\$ 3,489.85	\$ 3,257.20	\$ 1,035.55	\$ 136.86	\$ 30.00	\$ 22,022.00			29971.46	
TBD	Grants Compliance Mgr - Yr 1	\$ 13,750	\$ 1,051.88	\$ 981.75	\$ 312.13	\$ 41.25	\$ 7.50	\$ 5,505.50			7900.00	
TBD	Grants Compliance Mgr - Yr 2	\$ 11,275	\$ 862.54	\$ 805.04	\$ 255.94	\$ 33.83	\$ 6.00	\$ 4,404.40			6367.74	
TBD	Grants Compliance Mgr - Yr 3	\$ 11,557	\$ 884.11	\$ 825.17	\$ 262.34	\$ 34.67	\$ 6.00	\$ 4,404.40			6416.70	
TBD	Probation Co-Facilitator #1 Yr1	\$ 13,775.00	\$ 1,053.79	\$ 983.54	n/a	n/a	n/a	n/a			2037.33	
TBD	Probation Co-Facilitator #1 Yr2	\$ 14,329.00	\$ 1,096.17	\$ 1,023.09	n/a	n/a	n/a	n/a			2119.26	
TBD	Probation Co-Facilitator#1 Yr3	\$ 14,907.00	\$ 1,140.31	\$ 1,064.29	n/a	n/a	n/a	n/a			2204.60	
TBD	Probation Co-Facilitator#2 Yr1	\$ 13,775.00	\$ 1,053.79	\$ 983.54	n/a	n/a	n/a	n/a			2037.32	
TBD	Probaiton Co-Facilitator#2 Yr 2	\$ 14,329.00	\$ 1,096.17	\$ 1,023.09	n/a	n/a	n/a	n/a			2119.26	
TBD	Probation Co-Facilitator#2 Yr3	\$ 14,907.00	\$ 1,140.31	\$ 1,064.29	n/a	n/a	n/a	n/a			2204.60	
									\$ -	\$ -	122635.81	

### Fringe Narrative:

- RIC PM Program Coordinator** is responsible for the oversight of PM operations, including assessments, interventions, data collection, documentation, and the development and implementation of policies and procedures related to this project. The RIC PM Program Coordinator is also responsible for reviewing referrals, scheduling and conducting orientation, entering attendance, outcomes and any other required data, as well as facilitating PM groups.
- Year 1: \$3,290 (FICA @ 7.65%) + \$3,070 (Retirement @ (7.14%) + \$976 (Worker's Comp @ (2.27%) + \$ 22,022 (Health Insurance @ 22,022 flat) + \$30 (Life @ 30.00 flat) + \$129 (Unemployment @ .3%) = **Total Fringe = \$29,517.**
- Year 2: \$3,388 (FICA @ 7.65%) + \$3,162 (Retirement @ (7.14%) + \$1,005 (Worker's Comp @ (2.27%) + \$ 22,022 (Health Insurance @ 22,022 flat) + \$30 (Life @ 30.00 flat) + \$133 (Unemployment @ .3%) = **Total Fringe = \$29,741.**
- Year 3: \$3,490 (FICA @ 7.65%) + \$3,257 (Retirement @ (7.14%) + \$1,036 (Worker's Comp @ (2.27%) + \$ 22,022 (Health Insurance @ 22,022 flat) + \$30 (Life @ 30.00 flat) + \$137 (Unemployment @ .3%) = **Total Fringe = \$29,971.**
- Grants Compliance Mgr** is responsible for ensuring data, financial, and contractual compliance; data, financial, and other reports due over the course of the funding period; and payment for subcontracted services.
- YEAR 1: \$1052 (FICA @ 7.65%) + \$982 (Retirement @ 7.14%) + \$312 (Worker's Comp @ (2.27%) \$41 (Unemployment @ .3%) + \$7.50 (25% Life @ 30.00 flat = 7.50) + \$5506 (25% Health Insurance @ 22,022 flat = 5505.50) = **Total Fringe Year 1 = \$7,900**
- YEAR 2: \$863 (FICA @ 7.65%) + \$805 (Retirement @ 7.14%) + \$256 (Worker's Comp @ (2.27%) + \$34 (Unemployment @ .3%) + 6 (20% Life @ 30.00 flat = 6.00) + \$4404 (20% Health Insurance @ 22,022 flat = 4404.40) = **Total Fringe Year 2 = \$6,368**
- YEAR 3: \$884 (FICA @ 7.65%) + \$825 (Retirement @ 7.14%) + \$262 (Worker's Comp @ (2.27%) + \$35 (Unemployment @ .3%) + 6 (20% Life @ 30.00 flat = 6.00) + \$4404 (20% Health Insurance @ 22,022 flat = 4404.40) = **Total Fringe Year 2 = \$6,341.**
- Probation Co-Facilitators** are responsible for co-facilitating the Thinking for Change group along with the Programs Coordinator. Probation Officers will be utilized for these positions working in an overtime capacity.
- Year 1: \$1,054 (FICA @ 7.65%) + \$984 (Retirement @ 7.14%) = **Total Fringe Year 1 = \$2,037 x 2 employees = \$4,074.**
- Year 2: \$1,096 (FICA @ 7.65%) + \$1,023 (Retirement @ 7.14%) = **Total Fringe Year 2 = \$2,119 x 2 employees = \$4,238.**
- Year 3: \$1,140 (FICA @ 7.65%) + \$1,064 (Retirement @ 7.14%) = **Total Fringe Year 3 = \$2,205 x 2 employees = \$4,410.**

### Section C3 - Budget Worksheet & Narrative

**3). Travel** (2 CFR 200.474)-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

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."

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# Years			
Program Conference	Washington DC	Hotel	\$ 258.00	3	night	3	3			\$ 6,966
Program Conference	Washington DC	per diem	\$ 76.00	3	days	3	3			\$ 2,052
Program Conference	Washington DC	Airfare	\$ 400.00	1	r/t	3	3			\$ 3,600
Program Conference	Washington DC	Trans	\$ 100.00	1	r/t	3	3			\$ 900
T4C Facilitator Training	Dupage County, IL	Hotel	\$ 114.00	5	night	1	1			\$ 570
T4C Facilitator Training	Dupage County, IL	per diem	\$ 61.00	5	days	1	1			\$ 305
										\$ -
										\$ -
<b>Total</b>								\$ -	\$ -	\$ 14,393

#### Travel Narrative:

- **Program Conference** Per funding requirements three members of the project are required to travel to one peer-learning event in Washington, D.C. The travel expenses below are specifically for the purposes of this project.
- **Lodging** costs for the **Program Conference** was estimated for 3 staff to be lodged for 3 nights annually for the 3 year duration of this project.  $\$258/\text{night} \times 3 (\text{nights}) = \$774 \times 3 (\text{#staff}) = \$2,322/\text{yr} \times 3 (\text{years of project}) = \$6,966$  total cost
- **Per diem** costs for the **Program Conference** was estimated for 3 staff for 3 days annually for the 3 year duration of this project.  $\$76 (\text{per diem/day}) \times 3 (\text{days}) = \$228 \times 3 (\text{#staff}) = \$684/\text{yr} \times 3 (\text{years of project}) = \$2,052$  total cost.
- **Airfare** for the **Program Conference** was estimated for round trip airfare for 3 staff annually for the 3 year duration of this project.  $\$400 \text{ round trip} \times 3 (\text{#staff}) = \$1200/\text{yr} \times 3 (\text{years of project}) = \$3,600$  total cost.
- **Transportation** for the **Program Conference** was estimated for the round trip transportation to and from the airport of 3 staff annually for the 3 year duration of this project.  $\$100 \text{ round trip} \times 3 (\text{#staff}) = \$300/\text{annually} \times 3 (\text{years of project}) = \$900$  total cost.
- **Thinking for Change (T4C) Facilitator Training** was estimated for the RIC PM Program Coordinator to attend a 5 day T4C Facilitator Training necessary to facilitate T4C groups.
- **Lodging** costs for T4C Facilitator Training was estimated for 1 staff to be lodged for 5 nights. This is a one-time occurrence.  $\$114 \times 5 (\text{nights}) = \$570 \times 1 (\text{# staff}) = \$570$
- **Per diem** costs for the T4C Facilitator Training was estimated for 1 staff to attend T4C facilitator training for 5 days. This is a one-time occurrence.  $\$61 \times 5 (\text{days}) = \$305 \times 1 (\text{# staff}) = \$305$

**Section C4 - Budget Worksheet & Narrative**

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

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total				\$ -	\$ -	\$ -

**Equipment Narrative:**

## Section C5 - 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.

Supply Items	Duration	Computation			Federal/State Amount	Match	Total Cost
		Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<i>RIC PM Program Coordinator Scanner</i>	<i>3 years</i>	1	\$ 1,000.00	100%			\$ 1,000
<i>Laptop for Program/Classroom Facilitation</i>	<i>3 years</i>	1	\$ 1,200.00	100%			\$ 1,200
<i>RIC PM Program Coordinator Desktop</i>	<i>3 years</i>	1	\$ 1,393.00	100%			\$ 1,393
<i>Software for laptop and desktop (Adobe)</i>	<i>3 years</i>	2	\$ 406.00	100%			\$ 812
<i>Software for laptop and desktop (Microsoft)</i>	<i>3 years</i>	2	\$ 273.00	100%			\$ 546
<i>Mouse/Keyboard Set (desktop)</i>	<i>3 years</i>	1	\$ 31.00	100%			\$ 31
<i>Mouse (laptop)</i>	<i>3 years</i>	1	\$ 15.00	100%			\$ 15
<i>Additional RAM (8 GB)</i>	<i>3 years</i>	1	\$ 43.00	100%			\$ 43
<i>Laptop Case</i>	<i>3 years</i>	1	\$ 25.00	100%			\$ 25
<i>Projector for Classroom/Program Facilitation</i>	<i>3 years</i>	1	\$ 600.00	100%			\$ 600
<i>Projector Cart for classroom training</i>	<i>3 years</i>	1	\$ 120.00	100%			\$ 120
<i>Cables</i>	<i>3 years</i>	1	\$ 30.00	100%			\$ 30
<i>RIC PM Program Coordinator Desk w/return and pedestals</i>	<i>one-time</i>	1	\$ 940.00	100%			\$ 940
<i>RIC PM Program Coordinator Chairmat/Waste basket/Office Supplies</i>	<i>one-time</i>	1	\$ 100.00	100%			\$ 100
<i>RIC PM Program Coordinator Zoom Pro License</i>	<i>one-time</i>	1	\$ 450.00	100%			\$ 450
					\$ -	\$ -	\$ 7,305

### Supplies Narrative:

- **RIC PM Program Coordinator Scanner**, RIC PM Program Coordinator: This scanner is a one-time purchase to be used in the office of and by the RIC PM Program Coordinator to scan case-related documents to the supervision file, such as provider assessments, progress reports and discharge summaries. \$1,000 (one-time expense) x 1 (quantity) = \$1,000.
- **Laptop for Program/Classroom Facilitation** This laptop is a one-time purchase to be used in the classroom for program facilitation to display PowerPoints, videos, charts and other information related to the curriculum. It may also be used by the RIC PM Program Coordinator for any remote work. \$1,200 (one-time expense) x 1 (quantity)= \$1,200
- **RIC PM Program Coordinator Desktop**, RIC PM Program Coordinator: This desktop is a one-time purchase to be used in the RIC PM Program Coordinator's Office to complete the required documentation related to programming. \$1,393 x 1(one-time expense) x 1 (quantity)= \$1,393
- **Software for laptop and Desktop (Adobe)** software is a one-time purchase to be installed on the RIC PM Program Coordinator's desktop and laptop for viewing and editing Adobe documents. \$406 (one-time expense) x 2 (quantity) = \$812
- **Software for laptop and Desktop (Microsoft)** software is a one-time purchase to be installed on the RIC PM Program Coordinator's desktop and laptop for creating documents \$273 (one-time expense) x 2 (quantity) = \$546
- **Mouse/Keyboard Set** is needed for the RIC PM Program Coordinator desktop \$30.26 (one-time expense) x 1 (quantity) = \$30.26
- **Mouse (laptop)** is needed for the classroom/remote desktop \$14.87 (one-time expense) x 1 (quantity) = \$14.87
- **Additional RAM (8 GB)** is needed to meet our required specifications for laptop 42.52 (one-time expense) x 1 = \$42.52
- **Laptop Case** will be used to safely store the laptop for program/classroom facilitation when not in use or when in transit for remote work. \$25 (one-time expense) x 1 (quantity)= \$25
- **Projector for Program/Classroom Facilitation** is a one-time purchase to be used in the classroom for program facilitation to display PowerPoints, videos, charts and other information related to the curriculum. \$600 (one-time expense) x 1 (quantity)= \$600
- **Projector Cart for Program/Classroom Facilitation** is a one-time purchase to be used in the classroom for program facilitation to display PowerPoints, videos, charts and other information related to the curriculum. \$120 (one-time expense x 1 (quantity)= \$120
- **Cables** are a one-time purchase to connect the laptop and projector in the classroom for program facilitation to display PowerPoints, videos, charts and other information related to the curriculum. \$30 (one-time expense) x 1 (quantity) = \$30

Information related to the calculation:  $\$90 \text{ (one-time expense)} \times 1 \text{ (quantity)} = \$90$

- **RIC PM Program Coordinator Desk with return and pedestals** RIC PM Program Coordinator: This desk is to be used in the office of and by the RIC PM Program Coordinator to conduct business.  $\$940 \text{ (one-time expense)} \times 1 \text{ (quantity)} = \$940$
- **RIC PM Program Coordinator Chairmat/Waste Basket/Office Supplies** RIC PM Program Coordinator: These office supplies include a one-time purchase of a chair mat, waste basket, recycle bin, stapler, tape dispenser and planner for the RIC PM Program Coordinator.  $\$100 \text{ (one-time expense)} \times 1 \text{ (quantity)} = \$100$
- **RIC PM Program Coordinator Zoom Pro License** is an annual purchase to be used by the RIC PM Program Coordinator to attend and schedule Zoom Meetings and to facilitate virtual and/or hybrid programs as need.  $\$150 \text{ (per year)} \times 3 \text{ (years)} = \$450$

## Section C6 - 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) . 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.

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)			
Contractual - RIC PM Security Officer	\$ 18,720.00	annually	3	100%			56160.00
<b>SUB AWARDEE: REMEDIES (PAIP programming)</b>							0.00
PAIP Coordinator Salary	\$ 128,581.00	program period	1	100.00%			128581.00
PAIP Co-Facilitator Salary	\$ 19,287.00	program period	1	100.00%			19287.00
PAIP Coordinator Fringe	\$ 38,430.00	program period	1	100.00%			38430.00
PAIP Co-Facilitator Fringe	\$ 2,053.00	program period	1	100.00%			2053.00
Mileage	\$ 111.99	program period	1	100.00%			111.99
Copying paper	\$ 270.00	program period	1	100.00%			270.00
Office supplies	\$ 40.00	program period	1	100.00%			40.00
Laptop case	\$ 40.00	program period	1	100.00%			40.00
Laptop	\$ 1,900.00	program period	1	100.00%			1900.00
Change Curriculum for Men in Spanish Language	\$ 1,200.00	program period	1	100.00%			1200.00
Interpreter services	\$ 1,250.00	program period	1	100.00%			1250.00
Document translation	\$ 1,250.00	program period	1	100.00%			1250.00
Labor for computer installation	\$ 190.00	program period	1	100.00%			190.00
Zoom virtual platform	\$ 597.00	program period	1	100.00%			597.00
Indirect Costs	\$ 19,520.19	program period	1	100.00%			19520.19
<b>Total</b>					\$ -	\$ -	270880.18

### Contractual Narrative:

**Security** costs were estimated for one (1) security officer to provide security at the Resource Intervention Center (RIC) Monday through Thursday from 5PM-8PM, after 1st shift security ends their shift. \$30 (per hour) x 3 (hours 5PM-8PM) = \$90 (per night) x 4 (nights per week)= \$360 x 52 (weeks per year)= \$18,720 (annually) x 3 (years of project)= \$56, 160

#### SUB-AWARDEE - PAIP PROGRAM

- **PAIP Coordinator** will be 100% dedicated to project (1FTE) and will conduct intakes and assessments and facilitate three (3), two-hour groups per week. **\$41,600 Year 1 / \$42,848 Year 2 \$44,133 Year 3**
- **PAIP Co-Facilitator** to be 100% dedicated to project at six (6) hours per week (.15FTE) co-facilitating groups. **\$6,240 Year 1 / \$6,427 Year 2 / \$6,620 Year 3**
- **PAIP Coordinator Fringe Year 1** \$3182 (FICA @ 7.65%) + \$832 (W/C @ 2%) + \$416 (Unemployment @1%) + \$2496 (Retirement @ 6%) + 5172 (Health @ flat rate \$431/mo) + 669.12 (Dental @ flat rate of \$55.76/mo) + \$505 (Flat Term/Life Disability). Total Fringe Year 1: \$12,603.00
- **PAIP Coordinator Fringe Year 2** \$3278 (FICA @ 7.65%) + \$857 (W/C @ 2%) + \$429 (Unemployment @1%) + \$2571 (Retirement @ 6%) + Health/Dental is \$431 p/m and Dental is a flat



rate of \$55.76 p/m + \$505 (Flat Term/Life Disability). Total Fringe Year 2: \$12,603.00

- **PAIP Coordinator Fringe Year 3** \$3376 (FICA @ 7.65%) + \$882 (W/C @ 2%) + \$441(Unemployment @1%) + \$2648 (Retirement @ 6%) + Health/Dental is \$431 p/m and Dental is a flat rate of \$55.76 p/m + \$505 (Flat Term/Life Disability). Total Fringe Year 3: \$13,024.00
- **PAIP Co-Facilitator Fringe Year 1** \$477 (FICA @ 7.65%) + \$125 (W/C @ 2%) + \$62 (Unemployment @1%) Total Fringe Year 1: \$664.00
- **PAIP Co-Facilitator Fringe Year 2** \$492 (FICA @ 7.65%) + \$129 (W/C @ 2%) + \$64 (Unemployment @1%) Total Fringe Year 2: \$685.00
- **PAIP Co-Facilitator Fringe Year 3** \$506 (FICA @ 7.65%) + \$132 (W/C @ 2%) + \$626 (Unemployment @1%) Total Fringe Year 3: \$704.00
- **Mileage** an estimate of need and rate reflects current state of Illinois standards. .56 (rate) x \$66.66 (miles) x 3 (years) x 1 (staff) = \$112.00 37.33 year
- **Copying paper** - Six (6) boxes of copy paper to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to project, 1.5 FTE, over the course of the three (3) year project. \$270.00 (one-time purchase)
- **Office supplies** - Two (2) sets of general office supplies to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to the project, 1.5 FTE, over the course of the three (3)-year project. \$40.00 (one-time purchase)
- **Laptop case** - Two (2) laptop cases to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to the project, 1.5 FTE, over the course of the three (3)-year project. 20 (cost) x 2 (cases) = \$40.00
- **Laptop** - Two (2) laptops to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to the project, 1.5 FTE, over the course of the three (3)-year project. Laptops have been chosen over desktop computers to allow for flexibility due to COVID-19 when working on project but also meeting in-person with clients. Laptops will allow staff to meet in larger meeting space as opposed to offices which do not account for social distancing. \$950 (cost) x 2 (laptops) = \$1,900.00
- **Change Curriculum for Men in Spanish Language** - Purchase of Change Curriculum for Men in language of Spanish to be used PAIP staff 100% dedicated to project (1.5 FTE). Cost is an estimate of amount and based on amount for version in English language. 1,200.00
- **Interpreter services** - Limited English Proficiency interpreter services to be utilized as needed in circumstances where the PAIP participant first language is something other than English or Spanish over the course of the three (3)-year project. \$50 (cost) x 25 (occasions) = \$1,250.00 \$50 (cost) x 9 (occasions) = \$450.00 \$50 (cost) x 8 (occasions) = \$400.00
- **Document translation** - Document translation: \$.25 p/w x 500 = \$125 over the course of project. \$125 (cost) x 10 (occasions) = \$1,250.00
- **Labor for computer installation** - Labor for computer installation: \$95 (hour) x 2 (hours) during year 1 of the project.
- **Zoom virtual platform** - Zoom virtual platform (BAA Agreement/HIPAA Compliant) \$199 p/y x 3 years: \$597. Zoom account to be maintained by PAIP Coordinator 100% dedicated to project (1FTE) with Co-Facilitator, 100% dedicated to project (.15) accessing account during group facilitation.
- **Indirect Costs** - Remedies Renewing Lives has an FY21 negotiated indirect cost rate of 19.15% with the state of Illinois but does NOT have a federally negotiated indirect cost rate. As such, Remedies Renewing Lives has elected to utilize the 10% de Minimis applying to all direct costs supported by the project.

## Section C7 - Budget Worksheet & Narrative

**16. Indirect Cost** (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
<i>Salary / Fringe / Travel / Supplies / Contractual</i>	440832.92	10.00%			44083.29

### Indirect Cost Narrative:

**Indirect Cost = 255,511.10 (Salary) + 122,635.82 (Fringe) + 5381.00 (travel) + 7305.00 (supplies) + 50,000 (Provider sub-award) = \$440,832.92 (base)**

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

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement.

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

\_\_\_\_\_  
Institution/Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title

Chief Financial Officer (or equivalent)

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Institution/Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title

Executive Director (or equivalent)

\_\_\_\_\_  
Date of Signature

## Section C8 - Budget Worksheet & Narrative

**Budget Summary**--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
<b>1. Personnel</b>		\$ -	\$ 255,511.00
<b>2. Fringe Benefits</b>		\$ -	\$ 122,635.82
<b>3. Travel</b>		\$ -	\$ 14,393.00
<b>4. Equipment</b>		\$ -	\$ -
<b>5. Supplies</b>		\$ -	\$ 7,305.00
<b>6. Contractual Services</b>		\$ -	\$ 270,880.18
<b>16. Indirect Costs</b>	\$ -	\$ -	\$ 44,083.29
<b>TOTAL PROJECT COSTS</b>	\$ -	\$ -	\$ 714,808.29



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
<b>Organization ("GRANTOR")</b>  Name: <b>Winnebago County</b> Address: 404 Elm Street Rockford, IL 61101	<b>Organization ("SUBRECIPIENT")</b>  Name: <b>Remedies, Renewing Lives</b> Address: <b>215 Easton Parkway</b> <b>Rockford, IL 61108</b> EIN No.: 36-2464898 DUNS No.: 102369634 SAM Cage Code: 3LNF3 SAM CCR Expiration Date: Updated expiration date forthcoming in direct mail.
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): 16.812 Smart Probation, Innovations in Supervision Initiative	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): 15PBJA-21-GG-02797-SMTP	
Federal Award Date: 12/03/21	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$214,720
Project Title: Smart Probation, Innovations in Supervision Initiative	
Agreement No. TBD	

**AGREEMENT WITH REMEDIES RENEWING LIVES  
FOR RESOURCE INTERVENTION CENTER, EXPANSION PROJECT**

This AGREEMENT (hereinafter "Agreement") is entered into this **day of February, 2022**, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and Remedies (hereinafter "Sub-recipient"). The County and Sub-recipient are collectively referred to herein as "Parties" or individually as a "Party".

**RECITALS**

**WHEREAS**, the County has been awarded funding to implement Smart Probation, Innovations in Supervision with funds awarded through the United States Department of Justice; and

**WHEREAS**, Remedies, Renewing Lives partnered in the application as sub-recipient to provide a portion of the expanded services; and

**WHEREAS**, Remedies, Renewing Lives agrees to expand Partner Abuse Intervention Programming using the Cognition Works Change Curriculum, pursuant to the terms and provisions of this Agreement.

**WHEREAS**, it is the intent of the Parties to this Agreement to perform all of its applicable duties and responsibilities as provided within all of the attached Exhibits and made apart hereof, and as imposed by the Grantor and the laws of the State of Illinois.

**NOW, THEREFORE**, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

**SECTION 1. OBJECTIVES OF RESOURCE INTERVENTION CENTER (RIC) EXPANSION PROJECT FY 2022.**

- A. Expand domestic violence treatment by facilitating Partner Abuse Intervention Program (PAIP) using the Cognition Works Change Curriculum, during evening hours to respond to and reduce domestic violence.

**SECTION 2. ALLOCATION OF COST.**

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$214,720 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

**SECTION 3. PARTIES' RESPONSIBILITIES.**

- A. The County shall be Implementing Agency, managing all matters on behalf of the sub award recipient, including, but not limited to:
  - 1) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.
- B. Remedies, Renewing Lives shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement.

The parties agree that this Agreement shall include, as if fully set forth herein, the following component parts:

- 1) This document
- 2) Exhibit A – Scope of Work
- 3) Exhibit B – Budget Detail Worksheet/Narrative
- 4) Exhibit C – Performance Measures / Reporting
- 5) Exhibit D – Contacts
- 6) Exhibit E – Terms, Conditions, and Representations
- 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

#### **SECTION 4. DEFAULT.**

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

#### **SECTION 5: EFFECTIVE DATE AND TERM.**

This Agreement shall be effective on , 2022 and remain in place for three (3) years, or unless otherwise terminated as provided in Section 6.

#### **SECTION 6. TERMINATION.**

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

#### **SECTION 7. INDEMNIFICATION.**

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

#### **SECTION 8. ASSIGNMENT.**

Neither party shall assign this Agreement without the prior written approval of the other party.

#### **SECTION 9. AMENDMENTS.**

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

## **SECTION 10. NOTICES.**

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County  
Attn: Patrick Thompson, County Administrator  
Winnebago County Administration Building  
404 Elm Street  
Rockford, Illinois 61101

If to Remedies, Renewing Lives:

Gary Halbach  
215 Easton Parkway  
Rockford, IL 61108

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

## **SECTION 11. GOVERNING LAW.**

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17<sup>th</sup> Judicial Circuit of Winnebago County, Illinois.

## **SECTION 12. COMPLIANCE WITH LAWS.**

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

## **SECTION 13. HEADINGS.**

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

#### **SECTION 14. SEVERABILITY.**

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

#### **SECTION 15. COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

#### **SECTION 16. WAIVERS.**

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

#### **SECTION 17. AUTHORITY**

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

<signature page follows>



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**COUNTY OF WINNEBAGO, ILLINOIS**  
an Illinois body politic and corporate

\_\_\_\_\_  
Joseph V. Chiarelli  
Chairman of the County Board of the  
County of Winnebago, Illinois

Date: \_\_\_\_\_

ATTEST:

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

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF WORK STATEMENT**

The Remedies, Renewing Lives (“Sub recipient”), in accordance with its Agreement with Winnebago County (“Grantor”), shall perform the work (“Work”) which is laid out in the PSN Strategic Action Plan (SAP) approved by the funding agency. All deliverables included in the “Resource Intervention Center (RIC) Expansion Project Strategic Plan FY 2022” supported by Award 15PBJA-21-GG-02797-SMTP incorporated by reference.

### **SCOPE OF WORK**

#### **1. Describe trainings (including trauma skills training) to be offered to staff and/or volunteers who work directly with participants.**

As with Remedies Renewing Lives current Partner Abuse Intervention Program (PAIP) services at Winnebago County’s Resource Intervention Center (RIC), as well as our programming facilitated on-site at our core location, PAIP services are led by a Coordinator. The PAIP Coordinator and all PAIP Co-Facilitator staff receive the 40-hour domestic violence training described within the Illinois Domestic Violence Act as well as the required 20-hour partner abuse intervention training prior to providing any services with participants. PAIP staff are able to receive the 40-hour domestic violence training directly from Remedies Renewing Lives as our agency is an approved site by the Illinois Certified Domestic Violence Professional (CDVP) Board to do so and the 20-hour partner abuse intervention training is received from an organization approved by the CDVP Board. Training is an on-going option for all Remedies Renewing Lives domestic violence program staff, including those who provide PAIP services, and examples include events specific to understanding experiences of victims/survivors in the judicial system and the implications for PAIP providers, connection between domestic violence and child welfare, self-advocacy, intersections of equity, culture, inclusion and effective supervisory practice, organizational trauma and promoting self-care, amongst many other training events our staff have participated in annually. Our training providers have included but are not limited to the Illinois Coalition Against Domestic Violence (ICADV), Illinois Department of Human Services (IDHS), the Illinois Criminal Justice Information Authority (ICJIA), Ascend Justice, The Network: Advocating Against Domestic Violence and Futures Without Violence.

#### **2. Describe public awareness activities for Spanish-speaking programming. If not currently providing, please outline plan to expand the awareness.**

As a non-culturally specific provider, Remedies Renewing Lives plans to bring awareness of Spanish-speaking PAIP programming with the following steps:

1. Utilize Remedies Renewing Lives Language Access Policy and Plan.

2. Hire, train and employ a Partner Abuse Intervention Programming (PAIP) Coordinator who is bilingual in both English and Spanish languages with a strong preference for those who are also bicultural to provide services that are meaningful and reflect the needs of our community and the persons we serve.
3. Partner and collaborate with Latinx agencies to inform community of services.
4. Distribute materials in both English and Spanish languages that are in written and electronic form to the court, area social service providers, child welfare agencies and faith-based organizations.
5. Ensure agency staff continue to receive education and training regarding equity, culture and inclusion.

### **3. Describe program assessment and intake process.**

Remedies Renewing Lives PAIP services are specific to serving men who use violence against their intimate partner in heterosexual or straight relationships. Program participants must attend at least 26 weeks of group programming and actively participate and acknowledge their abusive behavior against their intimate partner. Upon receipt of a referral from Winnebago County Adult Probation, Remedies Renewing Lives PAIP Coordinator schedules a screening/assessment appointment with the person who has used violence which is held in-person, on-site at the RIC and in the PAIP Coordinator's office. As part of the overall assessment, a Remedies Renewing Lives PAIP intake is conducted. The intake form includes contact information, demographics, employment, income or benefits; highest education level and military status or experience; current marital status, current intimate relationship status and if the intimate partner is aware of the order to PAIP; contact information for the victim of intimate partner violence, status of relationship with the victim, whether or not the parties were living together at the time of arrest or conviction; specifics of the probation order regarding contact with the victim; order of protection history; arrest and conviction history for domestic violence related crimes and non-domestic violence related crimes; number of times the offender has used violence without any law enforcement contact; information specific to children between the offender and victim and if the offender has children with other intimate partners; substance alcohol use history including if it was a component to the conviction or previous acts of violence; history of threats of death by suicide, access to weapons, history of counseling including any mental health concerns or prescription use; previous use of PAIP services at Remedies Renewing Lives or other provider; current and historical child welfare involvement; and use of violence against animals or pets. The intake form also includes questions specific to if the person who used violence is afraid of their victim themselves and if they think the victim is afraid of them.

In addition to completing the intake form, Remedies Renewing Lives PAIP Coordinator completes the Ontario Domestic Assault Risk Assessment (ODARA). Although not intended to measure an individual victim's/survivor's safety, the ODARA can assist in identifying risks of future violence against an intimate partner, risk of re-arrest and likelihood to re-appear in court. To complete the ODARA, our PAIP Coordinator gathers information from the person who has used violence during the intake process, their identified probation officer and what has

been uploaded into Winnebago County's court record data base system known as Full Court Enterprise (FCE). Depending upon time of inquiry, the PAIP Coordinator can locate the person who has used violence criminal history along with the most recent arresting incident probable cause statement and sometimes the victim's statement to law enforcement. Upon gathering as much information as possible, the PAIP Coordinator scores the ODARA responses and uploads the document into FCE that includes a specific dropdown menu for ODARA score. The score then helps guide the probation officer and the PAIP Coordinator in determining future risk of harm by the person who has used violence in their intimate partner relationships and likelihood of appearing in court.

Besides completing the intake and ODARA, Remedies Renewing Lives PAIP Coordinator also addresses confidentiality with the person who has used violence. The obligation by providers to protect confidential information of PAIP participants is under the Illinois Administrative Code for Mental Health and Mental Health and Developmental Disabilities Confidentiality Act. As part of the Illinois Protocol for Partner Abuse Intervention Programs (Protocol), at the time of program initiation PAIP participants are required to complete a written release of information to: relative criminal justice and court authorities; mental health agencies; victims/survivors of abuse; any persons or agencies that would need to receive compliance or threats of violence by the offender; and/or any agencies that may plan to assist with intervention for non-compliance or threats of violence by the person who has used violence. As a result, the PAIP Coordinator completes a release of information specific to the 17th Judicial Circuit Court of Winnebago County, Illinois, and Winnebago County Adult Probation along with a release of information that allows the PAIP Coordinator to contact the victim(s) specific to the arrest related referral and current intimate partner of the person who has used violence.

Lastly, the PAIP Coordinator reviews our Contract for Participation in services. The participant is informed of the expectations for services which include weekly attendance and attendance of at least 26 groups for program completion; meeting individually with the PAIP Coordinator after attendance of 10-12 groups and upon an opening to PAIP services; understanding that all attendance or non-attendance will be recorded and reported to the participant's probation officer and court; expectation to remain alcohol and/or substance free during services and understanding that if it is suspected of being under the influence of any substance the participant will be asked to leave the group receiving no credit; obtain a substance use disorder evaluation if referred by the PAIP Coordinator; understanding that if late to group they will not be allowed to participate and will be marked as absent; only 3 absences are allowed and at the fourth (4th) missed group the participant will be referred back to their probation officer; requirement to abstain from violence; agreement to cooperate with program expectations and norms; and that at its core, our PAIP program is about taking accountability and responsibility for the violence perpetrated against an intimate partner.

**4. Describe in detail how each service will be provided. Include curriculum used.**

Although Remedies Renewing Lives PAIP services are grounded in the concepts related to the Duluth Model, our agency utilizes a curriculum known as the Change Curriculum for Men (Change), which was developed by Cognition Works, a multi-service organization located in Champaign, Illinois. As required by the Protocol, the Change curriculum is approved to be used for the purposes of providing partner abuse intervention program services by the Illinois Department of Human Services.

The Change curriculum is specifically designed to focus on “prevention, intervention and change of irresponsible behavior” with persons who use violence against their intimate partner (Cognition Works, Change Curriculum for Men, Introduction, p. 1). The curriculum utilizes the process of opposition and solutions during group format by facilitators that includes role playing and homework. Maladaptive Thinking Patterns (MTP’s) are a core component of the curriculum and fall in line with our agency’s philosophy that domestic violence is connected to a belief system centered around entitlement, often based on a view that one partner is allowed greater freedom than another. The MTP’s that are routinely referenced within the 26-week group curriculum are victim-script in which the person who uses violence consistently blames others for their circumstance; unrealistic self-image in which the person who uses violence views themselves as responsible despite actions; closed thinking in which the person who uses violence is unwilling to listen to share information or to be self-critical, goes on assumptions and lies by omission as opposed to outright; sense of entitlement that extends to persons, places and things and often includes intense jealousy; compartmentalized thinking where what happens before does not count or not impact the future with little sense that behavior has consequences; inappropriate expectations about life that lead to boredom, unwillingness to appreciate daily effort and/or has unreasonable fears; control through power in which the person who uses violence expects to be able to control situations and other individuals, uses manipulation and intimidation to achieve their goals including using sex for power and control rather than intimacy; and specialness in which the person has a sense of being superior or unique where they are living in a natural state and whatever rules may exist are for others.

In addition to the MTP’s, the Change curriculum includes Tactics to Avoid Being Accountable. The different tactics include putting others on the defense such as when they attack competency, bring up irrelevant issues, minimize the situation and pick at details; control information like agreeing with no intention of following through, being intentionally vague, saying whatever will satisfy the moment or using silence; and controlling interactions such as listening selectively and hearing only what is self-serving, insisting they forgot and/or focusing on being mis-understood. Further, the Change curriculum also has a heavy emphasis on choice language. Here, the curriculum emphasizes keeping the responsibility on the responsible person, helps at cutting through the denial, assists in demonstrating to the person who used violence see the power they have over their own lives and provides the basis for cognitive restructuring. Likewise, PAIP Co-facilitators model choice language throughout the 26-weeks by using phrases such as “you may choose to” or “your choices are”, etc.

While the Change curriculum has many more components than what can be provided for space in this scope of work, the most important point is how we connect the curriculum in our quest to improve safety in the lives of victims/survivors. It should not be forgotten the context of which survivors are living is a state of fear and trepidation based on threats and/or use of violence to maintain continuous control by their current or former intimate partner. The Change curriculum speaks to this by demonstrating that patterns of abusive behavior are on a continuum which can increase in severity or impact over time and allows PAIP staff to address power and control tactics by people who use violence. Over the course of 26 weeks, there are many opportunities for PAIP staff to address the change process, accountability, past patterns, irresponsible excitement, expectations, and consequences with participants.

**5. Describe how multiple/ongoing needs of clients will be met through coordination of services.**

Remedies Renewing Lives (formerly PHASE/WAVE) has been in existence since 1955 initially providing substance use disorder treatment services on an outpatient basis and in 1978 incorporated domestic violence programming into the organization. In 1982 we began to offer PAIP services and in 2008 added mental health services as another component of the agency. As a result, Remedies Renewing Lives has many long-standing service provider partnerships and a history of coordinating services. To start, our PAIP services have the benefit of being connected to our agency's domestic violence program. Should any victim/survivor need to be contacted, advocacy staff are available to provide immediate safety planning, support, and encouragement. Additionally, Remedies Renewing Lives behavioral health services is also a built-in resource for PAIP participants as our agency has two (2) co-located substance use disorder staff on-site at the RIC which allows for a warm handoff any time a need arises.

In addition to our own agency programming, Remedies Renewing Lives has a strong connection to Carpenter's Place, a local homelessness service provider that assists individuals with day drop-in services, job readiness training, case management, support and education groups and housing assistance; Crusader Community Health, a Federally Qualified Healthcare Center; Rockford Public Schools District #205 Homeless Services Department who are able to assist children in local schools and setting up transportation for those who are considered homeless; Rockford Township who provides general assistance services that often supports those without children, who are often difficult to find resources for; Rosecrance Health Network who can provide substance use disorder and mental health services if Remedies Renewing Lives is not an option; Shelter Care Ministries, an agency that provides housing and support services to area families and individuals living as homeless; Youth Services Network which develops and provides services to improve the physical, psychological and social well-being of area youth and families; and RAMP, a Center for Independent Living, that provides advocacy and direct service with individuals living with a disability. Lastly, Remedies Renewing Lives maintains a connection to other PAIP service providers in our community to promote a continuity of services and best practices.

**6. Describe in detail the plan to adjust programing due to pandemic conditions.**

As with most agencies, Remedies Renewing Lives has had to pivot in how we provide services throughout the pandemic. Due to the 24-hour nature of our domestic violence program shelter and emergency hotline, our contractual obligations to our local, state and federal funders and our commitment to the community and most importantly, survivors, Remedies Renewing Lives has maintained in-person services and operations. Virtual services is an option that we are able to provide with non-residential clients whenever safe and possible to do so, as determined by the survivor and staff. Our behavioral health programming has been conducted in hybrid format with our medication assisted treatment (MAT) operating in-person at full capacity and individual and group counseling services provided both in-person and virtually whenever necessary. Our agency PAIP services have also been provided in hybrid format with intake/assessments, mid-point and final evaluations conducted in-person and weekly groups facilitated virtually. With guidance and oversight by RIC staff, Remedies Renewing Lives is able to allow for in-person attendance by PAIP participants who have technology challenges or whose income does not allow for a mechanism to participate virtually.

## BUDGET and BUDGET NARRATIVE

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)			
SUB AWARDEE: REMEDIES (PAIP programming)							\$ -
PAIP Coordinator Salary	\$ 128,581.00	program period	1	100.00%			\$ 128,581
PAIP Co-Facilitator Salary	\$ 19,287.00	program period	1	100.00%			\$ 19,287
PAIP Coordinator Fringe	\$ 38,430.00	program period	1	100.00%			\$ 38,430
PAIP Co-Facilitator Fringe	\$ 2,053.00	program period	1	100.00%			\$ 2,053
Mileage	\$ 112.00	program period	1	100.00%			\$ 112
Copying paper	\$ 270.00	program period	1	100.00%			\$ 270
Office supplies	\$ 40.00	program period	1	100.00%			\$ 40
Laptop case	\$ 40.00	program period	1	100.00%			\$ 40
Laptop	\$ 1,900.00	program period	1	100.00%			\$ 1,900
Change Curriculum for Men in Spanish Language	\$ 1,200.00	program period	1	100.00%			\$ 1,200
Interpreter services	\$ 1,250.00	program period	1	100.00%			\$ 1,250
Document translation	\$ 1,250.00	program period	1	100.00%			\$ 1,250
Labor for computer installation	\$ 190.00	program period	1	100.00%			\$ 190
Zoom virtual platform	\$ 597.00	program period	1	100.00%			\$ 597
Indirect Costs	\$ 19,538.00	program period	1	100.00%			\$ 19,538
				Total \$	-	\$ -	\$ 214,738

**Contractual Narrative:**

## SUB-AWARDEE - PAIP PROGRAM

- **PAIP Coordinator** will be 100% dedicated to project (1FTE) and will conduct intakes and assessments and assessments and facilitate three (3), two-hour groups per week. **\$41,600 Year 1 / \$42,848 Year 2 \$44,133 Year 3**
- **PAIP Co-Facilitator** to be 100% dedicated to project at six (6) hours per week (.15FTE) co-facilitating groups. **\$6,240 Year 1 / \$6,427 Year 2 / \$6,620 Year 3**
- **PAIP Coordinator Fringe Year 1** \$3182 (FICA @ 7.65%) + \$832 (W/C @ 2%) + \$416 (Unemployment @1%) + \$2496 (Retirement @ 6%) + Health/Dental is \$431 p/m and Dental is a flat rate of \$55.76 p/m + \$505 (Flat Term/Life Disability). Total Fringe Year 1: \$12,603.00
- **PAIP Coordinator Fringe Year 2** \$3278 (FICA @ 7.65%) + \$857 (W/C @ 2%) + \$429 (Unemployment @1%) + \$2571 (Retirement @ 6%) + Health/Dental is \$431 p/m and Dental is a flat rate of \$55.76 p/m + \$505 (Flat Term/Life Disability). Total Fringe Year 2: \$12,603.00
- **PAIP Coordinator Fringe Year 3** \$3376 (FICA @ 7.65%) + \$882 (W/C @ 2%) + \$441 (Unemployment @1%) + \$2648 (Retirement @ 6%) + Health/Dental is \$431 p/m and Dental is a flat rate of \$55.76 p/m + \$505 (Flat Term/Life Disability). Total Fringe Year 2: \$13,024.00
- **PAIP Co-Facilitator Fringe Year 1** \$477 (FICA @ 7.65%) + \$125 (W/C @ 2%) + \$62 (Unemployment @1%) Total Fringe Year 1: \$664.00
- **PAIP Co-Facilitator Fringe Year 2** \$492 (FICA @ 7.65%) + \$129 (W/C @ 2%) + \$64 (Unemployment @1%) Total Fringe Year 1: \$685.00
- **PAIP Co-Facilitator Fringe Year 3** \$506 (FICA @ 7.65%) + \$132 (W/C @ 2%) + \$626 (Unemployment @1%) Total Fringe Year 1: \$704.00
- **Mileage** an estimate of need and rate reflects current state of Illinois standards. .56 (rate) x \$66.66 (miles) x 3 (years) x 1 (staff) = \$112.00
- **Copying paper** - Six (6) boxes of copy paper to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to project, 1.5 FTE, over the course of the three (3) year project.
- **Office supplies** - Two (2) sets of general office supplies to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to the project, 1.5 FTE, over the course of the three (3)-year project.
- **Laptop case** - Two (2) laptop cases to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to the project, 1.5 FTE, over the course of the three (3)-year project. 20 (cost) x 2 (cases) = \$40.00
- **Laptop** - Two (2) laptops to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to the project, 1.5 FTE, over the course of the three (3)-year project. Laptops have been chosen over desktop computers to allow for flexibility due to COVID-19 when working on project but also meeting in-person with clients. Laptops will allow staff to meet in larger meeting space as opposed to offices which do not account for social distancing. \$950 (cost) x 2 (laptops) = \$1,900.00
- **Change Curriculum for Men in Spanish Language** - Purchase of Change Curriculum for Men in language of Spanish to be used PAIP staff 100% dedicated to project (1.5 FTE). Cost is an estimate of amount and based on amount for version in English language.
- **Interpreter services** - Limited English Proficiency interpreter services to be utilized as needed in circumstances where the PAIP participant first language is something other than English or Spanish over the course of the three (3)-year project. \$50 (cost) x 25 (occasions) = \$1,250.00
- **Document translation** - Document translation: \$.25 p/w x 500 = \$125 over the course of the three (3)-year project. \$125 (cost) x 10 (occasions) = \$1,250.00
- **Labor for computer installation** - Labor for computer installation: \$95 (hour) x 2 (hours) during year 1 of the project.
- **Zoom virtual platform** - Zoom virtual platform (BAA Agreement/HIPAA Compliant) \$199 p/y x 3 years: \$597. Zoom account to be maintained by PAIP Coordinator 100% dedicated to project (1FTE) with Co-Facilitator, 100% dedicated to project (.15) accessing account during group facilitation.
- **Indirect Costs** - Remedies Renewing Lives has an FY21 negotiated indirect cost rate of 19.15% with the state of Illinois but does NOT have a federally negotiated indirect cost rate. As such, Remedies Renewing Lives has elected to utilize the 10% de Minimis applying to all direct costs supported by the project.



**EXHIBIT C**  
**PERFORMANCE MEASURES / REPORTING**

<b>GOAL: RIC Expansion – PAIP Services</b>				
<b><u>Objectives/Standards</u></b>	<b><u>Performance Measures</u></b>	<b><u>PY1</u> <u>Projected</u> <u>#'s</u> <b>03/01/2022- 02/28/2023</b></b>	<b><u>PY2</u> <u>Projected</u> <u>#'s</u> <b>01/01/2023- 02/28/2024</b></b>	<b><u>PY2</u> <u>Projected</u> <u>#'s</u> <b>03/01/2024- 02/28/2025</b></b>
Maintain 2 employees at 1.15 FTE	Program Goal			
	# staff maintained this quarter	1.15	1.15	1.15
Conduct intake/assessment, midpoint and final evaluation with persons referred by Court	Program Goal	100	100	100
	# persons enrolled in PAIP services this quarter			
	Cumulative total enrolled in PAIP Services			
Conduct intake/assessment, midpoint and final evaluation with persons referred by Court	Program Goal	100	100	100
	# of Clients referred for assessment this quarter			
	# of assessments completed this quarter			
	# of clients assessed & found appropriate for group this quarter			
	# of clients enrolled in PAIP this quarter			
Facilitate Weekly PAIP Groups	Program Goal	150	150	150
	# PAIP Groups facilitated this quarter			
	Cumulative total # weekly PAIP groups facilitated			
Facilitate Weekly PAIP Groups In Spanish	Program Goal	48	48	48
	# PAIP Groups facilitated this quarter			
	Cumulative total # weekly PAIP groups facilitated			
	Program Goal	12	12	12

Communicate with Winnebago County Adult Probation Department	# Provider Meetings attended with Adult Probation/RIC this quarter			
	Cumulative Total			
Supervision with PAIP Staff	Program Goal	50	50	50
	# weekly supervision events this quarter			
	Cumulative Total			
Supervision events	Program Goal	15	15	15
	# patient/client chart reviews completed this quarter			
	# of coaching with staff completed this quarter			
	Program Goal	4	4	4
	# Program Observations completed this quarter			

### DELIVERABLES OR MILESTONES

This Implementation Schedule, should be used as a planning tool for the program and reflect a realistic projection of how the program will proceed and the staff responsible for each task.

Task	Staff Position or Person Responsible	Start Date	End Date
Submit quarterly (select one) Periodic Financial Report	Meg Jagielski	01/01/ 2022	03/30/2023
Submit quarterly Data Report	Heather Beauflis	January 15 April 15 July 15 October 15	January 15 April 15 July 15 October 15
Complete all Fiscal and Programmatic Closeout Materials	Meg Jagielski and Heather Beauflis	1/15/2023	01/15/2023

***If a report deadline falls on a weekend, the report is due the previous Friday.***

**Contact information for person completing this document:** Please complete this table.

<b>Name:</b>	Heather Beaufiles
<b>Title:</b>	Grant and Contract Manager
<b>Address:</b>	220 Easton Parkway
<b>City:</b>	Rockford
<b>Zip:</b>	61108
<b>Phone:</b>	815-966-1285
<b>Email:</b>	<a href="mailto:hbeaufils@remediesrenewinglives.org">hbeaufils@remediesrenewinglives.org</a>

## EXHIBIT D CONTACTS

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

<b>Winnebago County Contacts</b>	<b>Sub recipient Contacts</b>
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101  Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	<u>Administrative Contact (Reports)</u> Name: Gary Halbach Title: President/CEO Address: 220 Easton Parkway Rockford, IL 61108  Telephone: 815-966-1285 Email: <a href="mailto:ghalbach@remediesrenewinglives.org">ghalbach@remediesrenewinglives.org</a>
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101  Telephone: (779) 707-0906 Email: <a href="mailto:pthompson@wincoil.us">pthompson@wincoil.us</a>	<u>Program Contact</u> Name: Becky Winstead Title: Vice President of Domestic Violence Services Address: 220 Easton Parkway Rockford, IL 61108  Telephone: 815-966-1285 Email: <a href="mailto:bwinstead@remediesrenewinglives.org">bwinstead@remediesrenewinglives.org</a>
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101	<u>Payments Sent to:</u> Name: Meg Jagielski Title: Vice President of Finance Address: 220 Easton Parkway Rockford, IL

Telephone: (815) 319-4059 Email: <a href="mailto:mdokken@wincoil.us">mdokken@wincoil.us</a>	61108 Telephone: 815-966-1285 Email: <a href="mailto:mjagielski@remediesrenewinglives.org">mjagielski@remediesrenewinglives.org</a>
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**EXHIBIT E**  
**TERMS, CONDITIONS, AND REPRESENTATIONS**

**1. Representations**

- 1.1 Compliance with Internal Revenue Code. Sub recipient certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. *See* 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

**2. Certifications**

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.2 Bid Rigging. Sub recipient certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or award because it pays dues or fees on behalf of its employees or agents, or subsidizes

or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

- 2.5 Pro-Children Act. Sub recipient certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

### **3. Criminal Disclosure**

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

### **4. Unlawful Discrimination**

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
  - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
  - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
  - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
  - e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
  - f) The Age Discrimination Act (42 USC 6101 *et seq.*).

### **5. Lobbying**

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient 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, Sub recipient certifies that it has filed the



required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 5.3 Lobbying Costs. Sub recipient 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.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients 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.
- 5.5 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **6. Maintenance and Accessibility of Records; Monitoring**

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims, or audit exceptions involving the records have been resolved and final action taken.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by the Awarding Agency (including auditors), by the State

of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

## **7. Conflict of Interest.**

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary (30 ILCS 500/50-13).

## **8. Equipment or Property**

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.
- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to

cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement.

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

9. **Promotional Materials; Prior Notification**

- 9.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase *“This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.”*
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) days prior to issuing public announcements or press releases concerning Work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Winnebago County in joint or coordinated releases of information.

**AWARD LETTER / SPECIAL CONDITIONS**

***[Winnebago County AWARD LETTER / SPECIAL CONDITIONS INSERTED HERE]***



## Resolution Executive Summary

**Prepared By:** Marlana Dokken  
**Committee:** Public Safety & Judiciary Committee  
**Committee Date:** February, 16 2022  
**Resolution Title:** RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICE AGREEMENT FOR THE VIOLENT CRIME REDUCTION IN ILLINOIS COMMUNITIES (VCRIC) PROGRAM  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** February 24, 2022  
**Budget Information:**

<b>Was item budgeted?</b>	No	<b>Amount:</b>	\$199,423
<b>If not, explain funding source:</b> U.S. Department of Justice			
<b>ORG/OBJ/Project Code:</b> 61400/Various/02703			<b>Budget Impact:</b> n/a

**Background Information:** The Chairman's Office of Criminal Justice Initiatives proposes to accept an award from the Illinois Criminal Justice Information Authority (ICJIA) and enter into a sub-agreement with a grassroots non-profit to provide Navigator services for moderate and high risk individuals involved, or formerly involved, in our criminal justice system. The award provides funding for 4 part-time evening/weekend Navigators and a Call Center Coordinator. Winnebago County will enter into agreement with GET CONNECTED 815 to provide Navigators and Call Center services. Also included is funding for grant compliance support which will be provided by WINNEBAGO COUNTY.

**Recommendation:** I recommended the following 3-year Agreements:

- |  |           |
|--|-----------|
| 1) Accept Award Agreement from Illinois Criminal Justice Information Authority | \$199,423 |
| 2) Sub- Agreement with Get Connected 815                                       | \$125,483 |

**Contract/Agreement:** County will accept, thereby entering into Agreement with the ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY (ICJIA); execute Agreement with GET CONNECTED 815 (\$125,483) which will contain a 30-day out clause.

**Legal Review:** Legal has reviewed agreement with ICJIA and will review Sub-Agreement prior to execution.

**Follow-Up:** Chairman's Office of Criminal Justice Initiatives will proceed with agreement(s) executions.

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

Sponsored by: Burt Gerl  
Submitted by: Public Safety and Judiciary Committee

2022 CR

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**RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICES AGREEMENTS FOR SMART  
PROBATION: INNOVATIONS IN SUPERVISION**

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**WHEREAS**, Winnebago County and the 17<sup>th</sup> Judicial Circuit Court have been awarded the Innovation in Supervision: Smart Probation grant from the Department of Justice; and

**WHEREAS**, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Award Letter from the U.S. DEPARTMENT OF JUSTICE; and

**WHEREAS**, the Finance Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

**61400/various/02702**

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, an Agreement with U.S. DEPARTMENT OF JUSTICE, in the dollar amount Seven Hundred Fourteen Thousand, Eight Hundred and Eight Dollars (\$714,808) and Sub Agreements with REMEDIES RENEWING LIVES, in the amount of two hundred fourteen thousand, seven hundred twenty dollars (\$214,720), and expenses of fifty-six thousand, one hundred sixty dollars (\$56,160) for METRO SECURITY.

**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 authorized to prepare and deliver certified copies of this Resolution to the Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully submitted,

**PUBLIC SAFETY and JUDICIARY COMMITTEE**

**AGREE**

\_\_\_\_\_  
Burt Gerl, Chairman

\_\_\_\_\_  
Aaron Booker

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Brad Lindmark

\_\_\_\_\_  
Tim Nabors

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

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

**DISAGREE**

\_\_\_\_\_  
Burt Gerl, Chairman

\_\_\_\_\_  
Aaron Booker

\_\_\_\_\_  
Kevin McCarthy

\_\_\_\_\_  
Brad Lindmark

\_\_\_\_\_  
Tim Nabors

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

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

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Joseph V. Chiarelli, 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

# INTER-GOVERNMENTAL GRANT AGREEMENT



## BETWEEN THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY AND WINNEBAGO COUNTY

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams, Chicago, Illinois 60606 and Winnebago County (Grantee), with its principal office at 404 Elm Street, Rockford, Illinois 61101-1239 and payment address at 404 Elm Street, Suite 533, Rockford, Illinois 61101-1239, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

### PART ONE – THE UNIFORM TERMS RECITALS

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

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

### ARTICLE I AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 010243822 is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that 36-6006681 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed \$199,438.00, of which **\$199,438.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.



1.3. Identification Numbers. The Federal Award Identification Number (FAIN) is 2019-DJ-BX-055, the federal awarding agency is the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and the Federal Award date is September 18, 2019. The Catalog of Federal Domestic Assistance (CFDA) Name is Edward Byrne Memorial Justice Assistance Grant Program and Assistance Listing Number is 16.738. The Catalog of State Financial Assistance (CSFA) Number is 16.738. The State Award Identification Number is 2094-31341.

1.4. Term. This Agreement shall be effective on March 1, 2022 and shall expire on February 28, 2023, unless terminated pursuant to this Agreement.

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

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

By: \_\_\_\_\_  
Delrice Adams, Acting Executive Director  
Illinois Criminal Justice Information Authority

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph Chiarelli, Chairman  
Winnebago County Board  
joe@wincoil.us

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David Rickert, Chief Financial Officer  
Winnebago County  
DRickert@wincoil.us

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Marlana Dokken, Director  
Chairman's Office of Criminal Justice Initiatives  
MDokken@wincoil.us

Date: \_\_\_\_\_

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; and (v) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

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

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Assistance Listings” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Number” has the same meaning as in 2 CFR 200.1

“Assistance Listing Program Title” has the same meaning as in 2 CFR 200.1.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget Period” has the same meaning as in 2 CFR 200.1.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization.

“FAIN” means the Federal Award Identification Number.

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

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“Generally Accepted Accounting Principles” or “GAAP” has the same meaning as in 2 CFR 200.1.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

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

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Improper Payment” has the same meaning as in 2 CFR 200.1.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Nonprofit Organization” has the same meaning as in 2 CFR 200.1.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 2 CFR 200.1.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

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

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

“State” means the State of Illinois.

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

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee or to subrecipients by SAM.

#### **ARTICLE IV PAYMENT**

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

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR

200.305; 44 Ill. Admin. Code 7000.120.

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

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

4.7. Interest.

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

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

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730

and 3801-3812; 30 ILCS 708/120).

## ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

## ARTICLE VI BUDGET

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

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Discretionary and Non-discretionary Line Item Transfers. Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

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

## ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

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

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

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

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

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A Grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

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



following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18),

which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

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

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

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

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

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

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

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

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the

State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

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

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

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

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

(u) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

## **ARTICLE IX CRIMINAL DISCLOSURE**

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

## **ARTICLE X UNLAWFUL DISCRIMINATION**

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

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

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

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See

also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]];

- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

## **ARTICLE XI LOBBYING**

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

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

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

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

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

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

**ARTICLE XII  
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334 or 44 Ill. Admin. Code 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.329 and 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE XIII  
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE following the end of the period of performance or Agreement termination. See 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

#### ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all Grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

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

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.



(iv) If Grantee does not meet the requirements in subsections 15.3(a) and 15.3(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

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

15.5. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

### 16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice

thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

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

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

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

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

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XVII**  
**SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

#### **ARTICLE XVIII NOTICE OF CHANGE**

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

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

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

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

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

#### **ARTICLE XIX STRUCTURAL REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should

Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

## **ARTICLE XX**

### **AGREEMENTS WITH OTHER STATE AGENCIES**

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

## **ARTICLE XXI**

### **CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

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

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

## **ARTICLE XXII**

### **EQUIPMENT OR PROPERTY**

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

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell,

transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

## **ARTICLE XXIII**

### **PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

## **ARTICLE XXIV**

### **INSURANCE**

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

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

## **ARTICLE XXV LAWSUITS**

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

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

## **ARTICLE XXVI MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

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

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only

and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

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

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

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

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A**  
**PROJECT DESCRIPTION**

Summary of the Program

Provide a clear, concise, one paragraph summary of the program.
<p>Response:</p> <p>The Winnebago County Chairman's Office of Criminal Justice Initiatives and its MDT, Partnerships and Strategies to Reentry, will partner with Get Connected 815 who will provide Navigators to work with high-risk individuals returning from jail or prison or on pre-trial release in Winnebago County, IL. Navigators will mentor individuals, coordinating services and service plans from probation, parole, and community service providers to meet reentry needs. The program utilizes part-time Navigators to be available on a rotating schedule including weekday evenings, and throughout the weekend. The Navigators prioritize individuals participating in a locally-funded Focused Deterrence program, in which eligibility criteria are high-risk, gun crime offenders. The proposed program follows the Risk, Needs, and Responsivity model; therefore, sharing risk assessment scores is an eligibility criteria. The program will employ former offenders, those who understand the intimate needs and concerns of individuals returning to the community. We seek to go beyond provision of services, by encouraging, and providing introduction to, new social associations. By doing so, we will be addressing some of the most important criminogenic needs that often go unaddressed: antisocial values and beliefs, and antisocial peers.</p>

Statement of Problem

Describe the problem in your geographic area. Your problem statement should demonstrate unmet needs related to the problem and how the program proposes to address them. Statement must include how the identified need relates to violence occurring in Illinois' diverse communities.
<p>Response:</p> <p>In 2019, Rockford had the 14th highest violent crime rate in the Nation<sup>i</sup>, with the City's crime rate being nearly 250% higher than the National average and nearly 90% higher than Chicago's<sup>ii</sup>. <i>According to the Rockford Police Department's (RPD) 2020 Annual Report, in 2019, shooting incidents went up 53% and violent crimes went up approximately 19%<sup>iii</sup>.</i> In 2020, murder rates jumped by 100% and shooting victims jumped 108%<sup>iv</sup>. Such statistics, coupled with high-profile incidents, have put Rockford on several "most dangerous" cities lists.</p> <p>Winnebago County's attention to its returning citizens is warranted. At the end of 2020, there were a total of 2,204 adults on probation in Winnebago County, all whom were incarcerated for some period in the Winnebago County jail. At the end of 2020, approximately 823 individuals were on MSR (parole) in Winnebago County, all of whom were released from an Illinois state prison.</p> <p>Evidence also suggests people on parole and probation supervision in Winnebago County are likely to reoffend. Among individuals released from IDOC between SFY 2011 to 2014 who returned to Winnebago County, <i>56% were rearrested for any type of crime within three years of their release and 22% were arrested specifically for a violent crime.</i> Among people discharged from probation supervision between 2014 and 2017, 36% experienced rearrest for any offense within three years of their discharge, and 12% were arrested specifically for a violent offense. Detailed analyses of the characteristics that influenced the likelihood of being arrested within three years of discharge from probation supervision revealed the likelihood of being rearrested was higher for young individuals with multiple prior arrests and higher probation supervision risk levels. Of people on probation in 2020, 29% were</p>

classified at the maximum supervision level and 48% were classified at the medium supervision level.

Additionally, releasees in Winnebago County return to a particularly challenging environment. Twenty-two percent of the (22%) residents of Rockford, Winnebago County's largest city, live in poverty. This is significantly higher than the poverty rate of the nation (10.5%) and nearly double the state of Illinois's rate of 11.5%.

Those returning to Winnebago County can look to reentry service organizations, community, and faith-based organizations for referrals to needed social services as well as programming and treatment that aligns with the requirements of their supervision. In Winnebago County, pre-trial defendants and individuals on probation who are identified as moderate or high risk can participate in services at the county-run Adult Resource Intervention Center (RIC), which provides evidence-based services and programs that address criminogenic needs. Parole officers in Winnebago County can send individuals under their supervision to GEO, another one-stop shop reentry service organization providing evidence-based services programs.

There are multiple organizations in Winnebago County providing aid and programming to low-income individuals throughout the community, including those exiting jail or prison. Indeed, Winnebago County is known by the Illinois Department of Corrections and others for its ample services. However, as we've learned from the previous ICJIA-funded Partnerships and Strategies to Reduce Violent Crime program, when a high-risk former gun offender accepts the offer of help and decides to leave their life of crime behind, their needs do not stop at five o'clock on Friday - but services do. Additionally, the assumption is reentrants know what they need to do and how to get around if given direction from an individual sitting behind a desk. This is inaccurate and problematic.

Additionally, research, as well as our previous iteration of a Navigator-model program tell us that a lack of pro-social supports, and education and employment opportunities are a barrier to successful transition. Those who are unable to access services during the day due to meeting other MSR or Court Orders or other obligations, have no options in the evening or on weekends. In fact, our previous implementation showed us that should someone be available, individuals called at all hours. They called for help understanding their parole or probation orders, relationship advice, and things as simple as cooking advice. As of now, they have no one to call.

This proposal requests one (1) Call Center Coordinator and four (4) Navigators to work nights and weekends on rotating shifts providing coverage from 5 – 9 pm Monday through Friday and 8 am – 8 pm on Saturday and Sunday. Referrals will come from the locally-funded Focused Deterrence program and Focused Deterrence participants who accepted the offer of help will be prioritized. Navigators will also be able to assist those who are high-risk and on Pre-Trial Release as well as other high risk probationers, and parolees. Risk level will be known as sharing their assessment results will be an eligibility requirement of the program. Navigators will assist with parole and probation orders, connect to pro-social peer support, and provide mentoring services.

Please list the geographic area to be served. Provide the population and the urban/suburban/rural characteristics of the area to be served, as well as any other descriptive information (i.e., socio-economic, employment, poverty indicators, etc.) relevant to the Statement of Problem.

Response:

The service area, Winnebago County, is located in northern Illinois along the Wisconsin border, and is the seventh largest county in the state with a population of 282,572<sup>v</sup>. Rockford is the fifth largest city in the state with 145,609 residents, and the largest city in Winnebago County, comprising 51.52% of the County's population. The City's racial makeup is 66.7% white, 21.6% black or African-American; and 18.4% Latinx. Winnebago County is 79.6% white, 14% black or African American, and 13.5% Latinx<sup>vi</sup>.

People under MSR or probation supervision in Winnebago County are predominately men and disproportionately

men of color. Overall, 79% of those placed on probation in 2020 and more than 90% of people on MSR at the end of 2020, were male. Additionally, 45% of those placed on probation in 2020 were Black, followed by 43% white and 8% Hispanic. Similarly, 61% of people on MSR in 2020 were Black, 31% were white and 8% were Hispanic.

Winnebago County, and in particular Rockford, is beset with poverty and unemployment. As of December 2020, unemployment in the City was on par with the county, state and nation during the global COVID-19 pandemic; all were around 7%<sup>vii</sup>. However, in 2019, prior pandemic, unemployment in Rockford was 6.8%, about one point higher than Winnebago County (5.7%) but three points higher than the State of Illinois and national averages (each approximately 4.0%). According to the American Community Survey, approximately 22% of the City's residents live in poverty - significantly higher than the poverty rate of Winnebago (16%) and nation (10.5%) but nearly double the state of Illinois's rate of 11.5%. Unfortunately, the area's dire unemployment and poverty rates are paralleled by correspondingly troubling crime rates in the last six years.

More than two-thirds (70%) of people on MSR in Winnebago County live in four specific zip codes in Rockford: 61101, 61102, 61103, and 61104. All of which are Rockford's highest poverty areas.

Explain in detail data to illustrate the problem and needs related to the problem. Include detail on any assessment, planning, community meeting, data gathering and analysis, or other processes that led you to recognize these needs. Provide data to assist reviewers in understanding of the magnitude, frequency, and type of problem you want to address.

Data can be found on the [ICJIA website](#), local agency data, or other resources, such as knowledge gained from community meetings or community knowledge of its own needs. Data must justify and be applicable to the problem your proposed program will address, including the risk factors for community violence.

Response:

In 2017, Rockford's violent crime outpaced other cities in Illinois. Between 2014 and 2017, the total number of violent offenses (including murder, aggravated criminal sexual assault, robbery and aggravated assault/battery) reported to police in Winnebago County experienced a 26% increase, mostly due to a 38% increase in reports of aggravated assault/battery. Rockford's overall violent crime rate rose 27% from 2014 (1,239.6 per 100,000 people) to 2017 (1,571.9 per 100,000 people)<sup>viii</sup>. As a result, Rockford's violent crime rate in 2017 was 44% higher than Chicago's violent crime rate of 1,004.7 per 100,000 people. Further, Rockford had the highest violent crime rate of Illinois cities in 2017 with at least 35,000 residents. Indeed, Rockford's violent crime rate was more than 3.4 times the average among cities of similar size nationally<sup>ix, x</sup>.

Additionally, Rockford saw a precipitous rise in violent crimes involving firearms in the years preceding the initiative. The number of confirmed shootings increased by 60% between 2014 (364 confirmed shootings) and 2017 (589 confirmed shootings). Aggravated battery with a firearm incidents rose 47% between 2014 (76 offenses reported) and 2017 (112 offenses reported). Further evidence of the increase in gun violence and the response by the Rockford Police Department was the increase in the number of guns taken off the street by the police. Between 2014 and 2017, the number of firearms recovered by the RPD increased 30%, from 186 to 242.

Evidence shows those on parole and probation supervision in Winnebago County are likely to reoffend. Between SFY 2011 to 2014, of those released from IDOC to Winnebago County, 56% were rearrested for any type of crime within three years of their release and 22% were arrested specifically for a violent crime. Between 2014 and 2017, 36% of those discharged from probation supervision experienced rearrest for any offense within three years of their discharge, and 12% were arrested specifically for a violent offense. Loyola University's detailed analyses of the characteristics that influenced the likelihood of being arrested within three years of discharge from probation supervision revealed the likelihood of being rearrested was higher for young individuals with multiple prior arrests

and *higher probation supervision risk levels*. Of people on probation in 2020, 29% were classified at the maximum supervision level and 48% were classified at the medium supervision level.

In response, the criminal justice system was researched from point of entry to exit. In 2017, the Criminal Justice Coordinating Council (CJCC), along with Loyola University, the community, and those with lived experience embarked on a year-long study of crime drivers using the SARA Model (scanning, analysis, response, and assessment). Because of the importance of the community, part of the planning process also involved gauging citizens' perceptions of crime and disorder in Rockford, what they see as appropriate responses to violent crime and those who commit violent crime, as well as their perceptions of the Rockford Police Department and the Winnebago County Court system. To accomplish this, an initial survey was administered in 2017. Following a full year of the focused deterrence initiative being implemented, a second round of the community survey was administered in the summer of 2019. Law Enforcement was also surveyed to gauge their perception of crime and disorder, perceptions of their organization, perceptions of their role, and perceptions of interactions with citizens.

A comparison analysis was completed, comparing 2017 to 2019 data. Based on citizen surveys, levels of concern for specific crime problems in their neighborhoods, improvements were seen across a number of crime issues, including burglary, drug sales, robbery/mugging, shootings, disorderly youth, and gang activity. In both survey's, respondents indicated they felt accountability, but also services, were important to addressing crime in our community.

The evaluation of the Focused Deterrence program that followed was indicative of a high response when given Navigator support. Analysis of Navigator case records revealed goals related to employment (filling out resumes, distributing resumes, starting a full-time job, maintaining desired employment) were the most common, with 85% of the engaged intervention participants asking Navigator support in this area. This was followed by 70% requesting assistance with goals related to educational attainment (obtaining a GED, enrolling in higher education/vocational training)<sup>xi</sup>.

### Program Design

Explain your proposed program in detail. How will your program enhance services? Include how your program is similar or different from other programs offered in the community. Where will JAG funding be allocated to in the program design?

For communities with programs that already address similar issues, explain who you'll partner with and how your program fits in relation to their program.

If no programs or services are offered in the community to be served, explain how you will partner with other collaborative applicants to meet service needs.

Response:

While we currently have a multitude of services available during the day, none exist after 5:00 p.m. on Friday. The proposed program is unique in that it seeks to support Winnebago County's Focused Deterrence Reentry program participants, as well as other high-risk individuals returning to Winnebago County, or on Pre-Trial release, by offering mentorship and connection to supportive services on rotating shifts during evening and weekend hours. The program will employ former offenders, those who understand the intimate needs and concerns of individuals returning to the community. We seek to go beyond provision of services, by encouraging, and providing introduction to, new social associations. By doing so, we will be addressing some of the most important components, often missed in other programs.

PM and weekend Navigators will be available to provide hands-on guidance and support, assisting high-risk

individuals define their long- and short-term goals, determine their eligibility and provide referrals for services and/or programs to meet those goals, gather any necessary documentation and fill out any relevant paperwork. When possible, Navigators will personally accompany individuals to help navigate application processes and advocate for them. The program follows the Risk, Needs, and Responsivity model to align with evidence-based practices followed by Winnebago County Adult Probation and the Illinois Department of Corrections.

Between January of 2018 and November of 2019, Winnebago County's Criminal Justice Coordinating Council piloted the Focused Deterrence (FD) program, funded by ICJIA. Winnebago County and the City of Rockford were pleased with the results and recently signed an Intergovernmental Agreement to re-implement the Focused Deterrence Reentry program. The \$800,000 cost of the four-year program will be split equally between Winnebago County and the City of Rockford. This will cover funding for one (1) full-time FD Navigator, an Assistant States Attorney, and funding for evaluation.

*This proposal is requesting JAG funds to enhance support to individuals in the Focused Deterrence program during those hours, as well as other high-risk reentrants.* Get Connected 815 will hire one (1) Call Center Coordinator and four (4) part-time Navigators to work on a rotating basis. The Call Center Coordinator will respond to incoming requests and coordinate Navigator schedules. The Get Connected 815 Supervisor is unfunded but will be responsible for overseeing the implementation. The Winnebago County Compliance Coordinator will be responsible for reporting, and mentoring Get Connected 815 to understand grant compliance and reporting requirements.

The proposed work builds on Winnebago County's ongoing investment in evidence-based supervision practices and a commitment to improving reentry processes via collaboration between criminal justice agencies, reentry services and community organizations. In 2019 Winnebago County established Partnerships and Strategies to Reentry (PSR), a multi-disciplinary team (MDT) that convenes key stakeholders on a quarterly basis to provide an ongoing, collaborative forum to study Winnebago County reentry processes, identify deficiencies and best practices, and formulate policy, plans and programs for change when opportunities present themselves. Active stakeholders include the Illinois Department of Corrections (Parole), Winnebago County Court Services (Probation), Resource Intervention Center, GEO Reentry Services, Winnebago County Sheriff's Office, Rockford Police Department, Winnebago County Housing Authority, Rockford Housing Authority, Treatment Alternatives for Safe Communities, Rock Valley College, Salvation Army, Prairie Street Legal Services, Goodwill, Rosecrance (addictions/mental health), Remedies (partner abuse), Illinois Department of Employment Services, YWCA, One Body Collaborative (faith-based), Rockford Rescue Mission, Get Connected 815, and individuals with lived experience. Each of these will partner through either by providing referrals, or by offering direct services.

Indicate how each partner will work with one another to meet the program goal and objectives. Include clearly defined partner roles and responsibilities.

Describe any anticipated challenges for the collaborative and potential strategies to address them. Also describe the responsibilities each collaborative partner plays in achieving the Goals and Objectives. Include how you will resolve the challenge of keeping each partner involved throughout the program and on schedule. (6 points)

Response:

Get Connected 815 Navigators will enroll 60 high risk probations/parolees/pre-trial releases via referrals by program end, coordinated by the Call Center Coordinator. Based on previous experience, we anticipate 80% will remain engaged for at least 6 months. Approximately 25-30 referrals will come from an established Focused deterrence program, meeting participant's needs weeknights and weekends. All others will be from parole, probation, pre-trial release or word-on-the-street with confirmation from their respective supervision agency.

Navigators will work with participants setting goals based on personal development, Court Orders, MSR Orders (parole), and goals to increase pro-social support. Based on previous experience, we anticipate 55 participants will engage in employment-related goals (resume, job search, applications, interviews), 40 will obtain full time employment, and 80% will maintain employment for a minimum of 6 months. Also based on previous experience, we anticipate 30 individuals will create at least one education goal and 50% of education goals set will be completed by program end. Goals will be documented and managed in a shared case management system.

Additionally, we anticipate 50 individuals will engage in pro-social support groups, and 90% will remain engaged for 6 months. Pro-social supports is one of the top 4 criminogenic needs and one often unaddressed in traditional program development. Our goal is not to get individuals connected to a lifetime of needing social service support, but rather connect them with peers, who like them, long for a better life. Pro-social support includes but is not limited to AA, NA, Fathers Against Violence, One Man Sharpens Another, and Fatherhood Encouragement Project. Navigators will collaborate to develop one (1) Pop Up event. This will be based on current participant need but must focus on health, finances, legal, or pro-social supports. This proposal is otherwise non-directive on the topic as the goal is that the event is based on need and creativity of the Navigators. We anticipate 45 Individuals will be reached through this event.

We propose implementing the Getting Ahead While Getting Out program. This is an evidence based program based on a comprehensive process that includes all phases of re-entry - offenders taking responsibility for future plans and actions; participation of families, correctional personnel, volunteers, and community stakeholders; identifying and building up financial, social, personal, and occupational resources; and connections with existing community-based services. This innovative coursework provides realistic life skills training that helps participants meet the challenges of re-entering the community. Coursework includes budgeting, future planning and language use based on social setting. The program extends beyond these practical life skills to explore poverty mentality, the hidden rules of economic class and stages of change among other more nuanced reflections on the various trials of establishing oneself as a successful member of society. The Get Connected 815 Supervisor will facilitate and anticipates enrolling 20 participants in 2 separate 8-week cohorts at 80% completion rate.

Lastly, based on previous experience, we project less than 10% of those engaging in Navigator services will be rearrested for a violent offense. This will be tracked by the Call-Center Coordinator and entered into a shared case management system for reporting purposes. Navigators will enter referrals, goals, and Navigator notes in this same system and data entry compliance is overseen by the Get Connected 815 Supervisor with the assistance of the Call Center Coordinator.

The Director of the Chairman's Office of Criminal Justice Initiatives will coordinate case management training, and will work with Get Connected 815 to customize the system to meet programming needs. The Program Compliance Coordinator will mentor Get Connected 815, providing technical assistance, and building their capacity to comply with this, and other funding opportunities.

One challenge identified will be the potential lack of case management software to manage cases and data. We are requesting this in our budget and it is a high priority. In fact, due to the remote field work strategy proposed, we do not believe we can implement without it.

Explain how the proposed program will address the impacts of domestic violence or gun violence in your community.

Response:

In the Focused Deterrence program ICJIA previously funded, engagement with the Navigator was high (89% of participants completed an intake) and recidivism rates were relatively low. According to Navigator case records

and booking data from the Winnebago County Jail, 64% (47 out of 74) of the participants who either attended a call-in meeting or who were custom notified were *not* booked in jail while part of the intervention for new offenses other than non-serious traffic violations such as driving on a revoked license or failure to report an incident. Of the 66 participants who availed themselves of the Navigator's services, 64% (42 out of 66) were not booked in jail while part of the intervention. *Additionally, only five (5) participants were arrested for gun-related charges and only three (3) participants were charged for using a gun in the commission of a violent crime.*

Given participants are selected because they represent the highest risk to public safety, the relative lack of violent crime amongst participants, particularly violent crime involving firearms, is promising and encouraging. This funding request will support not only high-risk Focused Deterrence participants, but is open to other high risk reentrants and those on pre-trial release; thereby, increasing the likelihood we will experience even better outcomes than previously experienced.

Explain which evidence-informed or promising practice to address violent crime your program will apply and why. Include how the collaborative has the capacity to carry out the evidence-based or promising practice, how it will be implemented, and how it will be evaluated.

Response:

The proposed program will follow the Risk, Need, and Responsivity model based on validated risk assessment results. *The Risk Principle* instructs us to match the level of service to the offender's risk of reoffending, based on static factors (e.g., age at first arrest, history of arrest, current age) and dynamic factors (e.g., substance abuse, antisocial attitudes). Higher-risk offenders should receive more intensive intervention. Latessa states in *Designing More Effective Correctional Programs Using Evidence-Based Practices*, "to illustrate the risk principle, if you have 100 high-risk offenders, about 60% will fail. If they are placed in a well-designed evidence-based program for sufficient duration, you might reduce the failure rate 40%".

*The [Criminogenic] Need Principle* refers to "what" to target. The need principle states to assess criminogenic needs and target them in treatment. High-risk offenders should receive intensive treatment, while low-risk offenders should receive minimal or no treatment. Research indicates programs should target crime producing needs, such as antisocial personality or temperament, antisocial cognition, antisocial companions, family and/or marital stressors, substance abuse, lack of employment, lack of education, and lack of pro-social leisure or recreation. *Responsivity principle* indicates match an offender's personality and learning style with appropriate program settings and approaches.

Fidelity to the model will be achieved by targeting only high risk offenders, attention to pro-social supports and other criminogenic needs, and providing mentoring support in an environment and style that is comfortable to each individual.

Lastly, capacity is determined by recent experience in the previous iteration. In the previous experience, which the Director led and Sub-recipient Executive Director acted as Navigator, only 36% of the program participants failed. Given the expected recidivism rate for high-risk prisoners is approximately 60%, the reduction in recidivism seen amongst participants means the focused deterrence program is promising, and potentially comparable to the well-designed, evidence-based programs that Latessa references.

Describe how your proposed program will reflect and promote the values of diversity, equity, and inclusion, and the principles of restorative justice within your collaborative, program design, and implementation, including hiring and training.

Response:

The Executive Director (ED) of our sub-recipient is a black woman and a former offender who understands the needs of those who share her demographics. To that end, this has been a journey of diversity, equity, and inclusion. The Director of the Chairman's Office of Criminal Justice Initiatives (pass-through applicant) brought the Executive Director of Get Connected 815 (before her non-profit was established, when the ED worked at a local homeless shelter) to an ICJIA event before she knew she would be hiring her for the 2018-2019 Focused Deterrence program. The Director also included the ED in a 2017 Focused Deterrence planning meeting, a "World Café" hosted by now- Lt. Gov. Julianna Stratton.

This event was one of many that included the Four Pillars of Procedural Justice. As such, the Director of the passthrough, the Executive Director of the sub recipient, local law enforcement, as well as the community, have been trained to varying levels on how to apply the principles to their work. The previous iteration, as well as our work since, has the principles baked in as evidenced by the sub recipient's grassroots effort.

Having responsibility in 7 of the 9 branches of the criminal justice system, Winnebago County recognizes, and is committed to increasing the capacity of those who serve individuals involved in our criminal justice system of care. We also understand the need to provide opportunity as well as training, to grassroots providers who can best be of service to the population. Should we be funded, this will be the first grant-funded opportunity of this kind for our partner, Get Connected 815.

The program is designed around the needs of the individual. Navigator will work with the individual to complete their mandatory orders, as well as personal goals. Connecting them to pro-social support persons and groups is built into the program design. These support persons and groups will be made up of persons who look like them and understand the unique needs of the population.

Hiring and training will be performed by the ED of Get Connected 815. Those hired will be former offenders, all of whom understand, and are compassionate to, the needs of the target population. The program seeks restorative justice except when to do so would harm others. Because our program serves high-risk reentrants, the latter is often a determining factor.

### Program Staffing

List and describe all staff positions assigned to the proposed program and include their program roles and responsibilities. Include name of position, funding type (funded, non-funded, interns, and volunteer), program job duties, required experience, reporting and supervision structure. Note who will be tasked to communicate directly with the ICJIA grant monitor.

Response:

#### **WINNEBAGO COUNTY DIRECTOR, CHAIRMAN'S OFFICE OF CRIMINAL JUSTICE INITIATIVES**

**Roles and Responsibilities:** The Winnebago County Director is a non-funded position to allow funding for direct services. This staff will oversee all VCRIC services, build and facilitate relationships with community partners, supervise and evaluate staff. This position will ensure the program and its staff hired draw from local knowledge and experience, using evidence-informed research.

**Required Experience/Qualifications:** This position requires a degree in social work, criminal justice, or related field, as well as a minimum of five years' experience overseeing services that address the impact of violence on individuals and communities.

**Reporting & Supervision Received:** The Winnebago County VCRIC Director, will report to Joseph Chiarelli, Winnebago County Chairman.

#### **WINNEBAGO COUNTY PROGRAM COMPLIANCE COORDINATOR**

**Roles and Responsibilities:** The grant-funded Program Compliance Coordinator will dedicate 75% of their time to



overseeing program activity, growth, and collaborative partner monitoring. This role will provide technical assistance and guide the grassroots sub-recipient through compliance and reporting processes. This role will use an already established grant monitoring policy and guide the sub-recipient to understand financial and data reporting requirements, including the collection of comprehensive data to provide meaningful reports. This role will perform site visits, documenting and reporting to ICJIA within 30 days of the visit. This person will be responsible for Corrective Action Plans, maintaining records, and submitting quarterly program and fiscal reports to ICJIA. *This person will be tasked with direct communication with the ICJIA grant monitor.*

**Required Experience/Qualifications:** This position requires a Bachelor's degree in Accounting, Criminal Justice, Social or Human Services, or a related field. Any satisfactory equivalent combination of experience and training that ensures the ability to perform the work may be substituted for the required experience. Must exhibit extensive knowledge of community and grants management.

**Reporting & Supervision Received:** This position will report to the Director of the Winnebago County Chairman's Office of Criminal Justice Initiatives.

#### **POSITION TITLE: GET CONNECTED EXECUTIVE DIRECTOR**

**Roles and Responsibilities:** The Get Connected Executive Director (who is also the Founder of Get Connected) will act in a supervisory role for the program, ensuring program activity meets all applicable requirements of the organization, Winnebago County, and ICJIA. This is a non-grant funded position covered by Get Connected from non-grant funds to allow more grant funding to be allocated for direct services.

**Required Experience/Qualifications:** This position requires a minimum of a bachelor's degree in business, social work, criminal justice, or a related field, as well as a minimum of two years of experience implementing services that address the impact of violence on individuals and communities, preferably serving offenders and practicing restorative justice. This person will have lived experience.

**Reporting & Supervision Received** – This role reports to the Director of the Winnebago County Chairman's Office of Criminal Justice Initiatives and the Get Connected Board of Directors.

#### **GET CONNECTED 815 CALL CENTER COORDINATOR**

**Roles and Responsibilities:** The Get Connected Call Center Coordinator (CCC) will be responsible for fielding all incoming calls and ensuring they are routed to the correct Get Connected staff member (Navigator). The CCC will be the first point of contact for clients coming into contact with GC. When they receive the initial call and/or referral for individuals needing services, the CCC will be responsible for screening clients for services and entering their information into the Get Connected client database. The CCC will also manage the caseload rotation for Navigators, and will be tasked with determining the next available navigator to connect with the client and managing the master Navigator calendar so that they can schedule clients for their initial intake appointment. The CCC will also be responsible for providing appointment reminders to clients to increase likelihood of client attendance for appointments with Navigators. The CCC will perform periodic check-ins with Navigators as an added measure of safety for staff working in the field. They will also assist with monitoring Navigator documentation compliance and will ensure that Navigators are fulfilling all documentation requirements describing client engagement, activities, and services rendered. They will assist the Executive Director with planning workshops, training, and other events by helping to coordinate these and assisting the ED in making contact with any necessary outside agencies and event planning to ensure all activities are planned and implemented as described in the proposal. The CCC will finally be responsible for ensuring that all incoming clients provide the necessary information from their Risk-Needs-Responsivity assessment to the Navigator they are paired with.

**Required Experience/Qualifications:** This position requires a minimum of an Associates or Technical Degree in Business, Social Work, Criminal Justice, Public Health, or a related field, as well as a minimum of one year of experience working in an administrative or coordinating capacity in a program that provides direct client services to marginalized populations. Lived experience (whether personal or through a family member or friend) preferred.

**Reporting & Supervision Received:** This role reports to the Get Connected Executive Director.

**POSITION TITLE: PART-TIME NAVIGATORS**

***Roles and Responsibilities*** – Four (4) Navigators supplement the work of parole, probation, and other community programming (covered by non-VCRIC funding) by dedicating evening and weekend hours to the needs of high-risk individuals on pre-trial release, parole, or probation. They will assess the social service needs of clients by performing intake appointments and using the information provided by the risk assessment (ensuring the information from this assessment is provided by clients at the first appointment), and following the Risk-Needs-Responsivity (RNR) model, make an initial plan as to which pro-social networks, meetings, and events may be beneficial to the client. This planning process will be a collaborative process with the client, with the Navigator serving as an educator and facilitator, but with the client maintaining responsibility and control as to which services will be incorporated into the client's service plan. These staff will be responsible for connecting clients to services and pro-social support using an intro-refer module (consisting of introducing those referred to case managers, social workers, treatment providers, etc. during the referral process to ensure a valued connection that will result in engagement). The Navigator will also assist clients in accessing the range of direct individual services identified in their risk assessment needed to complete their pre-trial, probation, and/or parole board orders and connect them with peer support and they will meet regularly with clients to support case plan progress. Navigators will follow up with clients after resource workshops/events/classes (Empower U, workforce/school events, etc.). They will also work as a trusted partner with probation/parole and other court services to ensure clients are fulfilling all requirements and remain in compliance with all requirements.

***Required Experience/Qualifications*** – Navigators will have lived experience and be trained by the Get Connected Executive Director on matters concerning Risk, Needs, and Responsivity. Requirements for the position are 2 years out of incarceration with clean time consisting of, but not limited to, changed thinking. Navigators will have knowledge of community services and peer support services and where they lack in knowledge of community services and peer support, they will research to learn of available opportunities.

***Reporting & Supervision Received*** – Navigators will be supervised by the Get Connected Executive Director.

Describe how key programmatic staff positions will implement processes to ensure decision-making will draw from local knowledge, experience, evidence-informed research, or promising programs to implement and deliver appropriate services to the community.

Response:

The Chairman's Office of Criminal Justice Initiatives does not do its work without the voices of those with lived experience. As such, *the funded programs will seek to fill positions with those with lived experience*, who have an understanding of the barriers facing those who wish to leave a life of violent crime. Winnebago County will also prioritize hiring individuals who understand the target population and the community as a whole. To accomplish this, the hiring process will include a point system for the above referenced priorities.

Additionally, it is a function of the Navigators to actively seek, listen, and respond to daily needs of those who seek the offer of help. This will be accomplished via direct service work in the community and working in tandem with service providers, probation, parole, and the Focused Deterrence Navigator. Appropriate service delivery includes following the evidence-based practice of the Risk, Needs, and Responsivity model using validated risk assessment results. To ensure this is happening, it will be drafted as the primary objective in the Navigator job descriptions and will be a contractual requirement.

**Applicant Capacity and Experience**

Describe your organization's experience in managing grants and monitoring subawards.

Response:

As a County government, Winnebago County serves in grant management capacity for multiple departments. The accounting policies of Winnebago County confirm to accounting and financial reporting principles of the Governmental Accounting Standards Board (GASB). The Chief Financial Officer has an established a formal set of best practices and the County Auditor ensures all departments comply with controls. An independent auditor reviews internal controls, reporting any risks or weaknesses as a part of our annual audit.

The Director of the Chairman's Office of Criminal Justice Initiatives has experience managing ICJIA and other state and federally funded grants to include acting as Fiscal Agent for Project Safe Neighborhoods, FFY 2018 – 2021.

Describe your organization's experience in and capacity for assessing your community's needs and existing resources, and/or in strategic planning for the community and service delivery. Please identify the experiences and capacity of all collaborative partners and how will you leverage the experiences and capacity for the success of the program.

If your agency does not have demonstrable experience or capacity, propose a plan for assessing needs and delivery service while leveraging the collaborative partners' experience and capacity for the success of the program.

Response:

As a County government, the pass-through has experience in assessing community needs and resources in multiple County departments, including criminal justice. To increase County capacity to our criminal justice systems, the County Board created a new position, Director of the Chairman's Office of Criminal Justice Initiatives. They hired the Administrator of the Criminal Justice Coordinating Council who was also responsible for implementing Partnerships and Strategies to Reduce Violent Crime. The Director will be overseeing this program.

The criminal justice system has been researched from point of entry to exit. In 2017, we, along with Loyola University, the community, and those with lived experience embarked on a year-long study of crime drivers using the SARA Model (scanning, analysis, response, and assessment). Because of the importance of the community, part of the planning process also involved gauging citizens' perceptions of crime and disorder, what they see as appropriate responses to violent crime and those who commit violent crime, as well as their perceptions of the Rockford Police Department and the Winnebago County Court system. To accomplish this, an initial survey was administered in 2017. Following a full year of the focused deterrence initiative being implemented, a second round of the community survey was administered in the summer of 2019. Law Enforcement was also surveyed to gauge their perception of crime and disorder, perceptions of their organization, perceptions of their role, and perceptions of interactions with citizens.

A comparison analysis was completed, comparing 2017 to 2019 data. Based on citizen surveys, levels of concern for specific crime problems in their neighborhoods, improvements were seen across a number of crime issues, including burglary, drug sales, robbery/mugging, shootings, disorderly youth, and gang activity. In both survey's, respondents indicated they felt accountability, but also services, were important to addressing crime in our community.

A Final Evaluation was completed in 2020 that used extensive data obtained from Navigator interactions with clients. This data indicated high needs in the area proposed: pro-social, education, and employment. The report also indicated those who were ready for change, sought out assistance from a Navigator – a field position who not only provided guidance on how to access services, but provided mentoring and walked with the client to

advocate as they accessed services and new opportunities. These experiences are being leveraged through the former Navigator of that program, who is now the Get Connected 815 Executive Director and teaching what she knows, to others.

Describe your organization's capacity and experience with providing services to victims and/or individuals who commit domestic violence or gun violence. Please identify the experiences and capacity of collaborative partners and how will you leverage the experiences and capacity for the success of the program.

If your agency does not have demonstrable experience or capacity, propose a plan to ensure funded staff will receive the necessary training to provide services in the program while leveraging the collaborative partners' experience and capacity for the success of the program.

Response:

The Director of the pass-through, Winnebago County, developed, drafted the Strategic Implementation Plan and managed the previous ICJIA-funded violent crime reduction program, Partnerships and Strategies to Reduce Violent Crime. The Director coordinated multi-level government agencies, criminal justice practitioners, and community partners to implement this successful program that ended in December of 2019. The Director, also a professional trainer in case-management, trained the Navigator and also organized Navigator training through the Winnebago County Department of Probation. The Director is also the Administrator of the Criminal Justice Coordinating Council (CJCC) and leads the Partnerships and Strategies to Reentry MDT.

The Executive Director of the Sub-award is the former Navigator of the Partnerships and Strategies to Reduce Violent Crime program. She has lived-experience, professional experience, and has created her own non-profit as a result. The ED has been training other former reentrants who have been taking referrals (at no cost) from IDOC through her non-profit.

The Part-Time Navigators and Call-Center Coordinator will be trained by the Executive Director of the Sub-award. The Executive Director has the personal, as well as professional experience to do so. Get Connected 815 has a training checklist which includes mentoring, exploring community services, and applying the Risk, Needs, and Responsivity model.

For process and outcome objectives markers, provide justification on how your markers are reasonable and achievable during the period of performance.

Response:

Our markers are reasonable and achievable because we have worked with this very population and used the data from the Final Evaluation to support our engagement and recidivism expectations. In our previous iteration, engagement with the Navigator was high. The Sub is confident they can engage 80% for 6 months.

Previously, eighty-nine percent (66 of the 74 participants) completed an intake with the Navigator and set at least one goal, the highest being in employment and education. In all, the case records indicated 51 participants completed a total 202 goals between January of 2018 and November of 2019. Approximately a third (33%) of those goals were related to employment, followed by goals related to education (16%) and obtaining ID's (9%).

Loyola University's Final Research Evaluation indicated that "of the 56 participants who set an employment goal, 63% achieved that goal. Thirty-one participants met their goal of finding full-time work, two participants met their goal of finding part-time work and one participant (who entered the program employed) met his goal of maintaining employment while enrolled in the program. With the help of the Navigator, 20 of the 46 participants

(43%) who set education goals achieved at least one of their goals. Five participants achieved goals related to earning their GEDs, including enrolling in a GED program (3), completing a GED practice test (3) and completing portions of the GED (1). Four participants enrolled in a post-secondary training program (3) or community college course (1). The remaining 11 participants achieved one or more other goals related to furthering their education, such as completing education assessments (7), developing a post-secondary plan (6), and applying for benefits/assistance for attending a post-secondary program (2)".

Additionally, according to Navigator case records and booking data from the Winnebago County Jail, 64% (47 out of 74) of the participants who either attended a call-in meeting or who were custom notified were *not* booked in jail while part of the intervention for new offenses other than non-serious traffic violations such as driving on a revoked license or failure to report an incident. Of the 66 participants who availed themselves of the Navigator's services, 64% (42 out of 66) were not booked in jail while part of the intervention. Additionally, only five (5) participants were arrested for gun-related charges and only three (3) participants were charged for using a gun in the commission of a violent crime. These results tell us less than 10% will be rearrested for a violent offense.

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EXHIBIT B

DELIVERABLES OR MILESTONES

Task	Staff Position Responsible	Date Due
Develop Navigator policy guidelines based in part on funding and contractual obligations	Get Connected 815 Executive Director	04/15/2021
Hire and train Navigators to include Risk, Needs, and Responsivity	Get Connected 815 Executive Director	04/01/2021
Implement PM / Weekend Navigator Program	Get Connected 815 Executive Director, PT Navigators	04/15/2021
Navigators participate in 3 Call In Forums	PT Navigators	10/30/2022
Hire Program Compliance Coordinator	Director, Chairman's Office of Criminal Justice Initiatives	04/15/2021
Develop system for monitoring Get Connected 815 performance, including reports.	Program Compliance Coordinator	04/15/2021
Provide reporting and compliance technical assistance	Program Compliance Coordinator	Ongoing
Conduct 3 Site Visits, submit 3 Site Visit report to ICJIA	Program Compliance Coordinator	10/30/2022
Program Compliance Coordinator, Navigators meet monthly to review data for input compliance	Program Compliance Coordinator	Ongoing
Partnerships and Strategies to Reentry quarterly MDT meetings	Director, Chairman's Office of Criminal Justice Initiatives, Get Connected 815 Executive Director, Program Compliance Coordinator, Navigators	Ongoing
Submit quarterly data report and quarterly timekeeping certifications to ICJIA	Program Compliance Coordinator	April 15, 2022 July 15, 2022 October 15, 2022 January 15, 2023 April 15, 2023
Submit quarterly financial status reports to ICJIA	Program Compliance Coordinator	April 15, 2022 July 15, 2022 October 15, 2022 January 15, 2023 April 15, 2023
Submit closeout financial status report, property inventory, and closeout data report to ICJIA	Program Compliance Coordinator	April 30, 2023

Passthrough Monitoring of Subgrantee

Task	Staff Position Responsible	Date Completed
Submit draft subawards to ICJIA	Director	March 15, 2021
Execute subawards	Program Coordinator	March 30, 2021
Review subaward periodic fiscal reports	Program Coordinator	Quarterly
Process payments to subrecipients	Finance Manager	Quarterly
Review subaward periodic data reports	Program Coordinator	Quarterly
Provide ongoing technical assistance to subrecipients	Program Coordinator	Ongoing
Conduct subaward site visits	Program Coordinator	Quarterly / Ongoing
Submit quarterly Periodic Performance Report to ICJIA	Program Coordinator	January 15, 2022 April 15, 2022 July 15, 2022 October 15, 2022 January 15, 2023
Distribute subaward closeout report materials reports	Program Coordinator	December 15 <sup>th</sup> , 2022
Submit final fiscal and data reports to ICJIA	Program Coordinator	January 31, 2023

**EXHIBIT C**

**PAYMENT**

Grantee shall receive a maximum of \$199,438.00 under this Agreement.

Grantor agrees to make payment to Grantee for the administration and implementation of the program described in the exhibits. Upon receipt of the fiscal and progress reports, quarterly payments will be made to Grantee, in accordance with Trust Fund Account requirement of Part Three of this Agreement. No payment will be made until all outstanding reports are received by Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

In addition, due to the unique requirements of the program being funded, Grantee may request that an advance payment be made during any quarter and must include supporting documentation with the request, if Grantee has a Grantor-approved Trust Fund Account. Requests for advance payment are subject to review and approval.



EXHIBIT D

CONTACT INFORMATION

**CONTACT FOR NOTIFICATION:**

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

**GRANTOR CONTACT**

Name: Luisa Salazar

Title: Grant Specialist

Address: 300 W. Adams, Suite 200, Chicago, IL 60606

Phone: 312-814-0707

TTY#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail Address: [luisa.salazar@illinois.gov](mailto:luisa.salazar@illinois.gov)

**GRANTEE CONTACT**

Name: Marlana Dokken

Title: Director, Chairman's Office of Criminal Justice

Initiatives

Address: 404 Elm Street, Rockford, IL 61101

Phone: 815-319-4059

TTY #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail Address: [mdokken@wincoil.us](mailto:mdokken@wincoil.us)

Additional Information: \_\_\_\_\_

EXHIBIT E

PERFORMANCE MEASURES

<b>GOAL:</b> Through the oversight of subawards, provide technical assistance to build knowledge and capacity of grassroots non-profit(s) serving our reentry population.	
Objectives	Process Performance Measures
Detail the plan for monitoring subrecipient performance, including submission of periodic data reports and periodic fiscal reports <ul style="list-style-type: none"> <li>• Submit agency plan for monitoring of sub-awards</li> <li>• 100% of subrecipients will submit periodic fiscal reports on time</li> </ul>	<ul style="list-style-type: none"> <li>• Date agency plan is completed</li> <li>• Percentage of subrecipients with fiscal reports submitted on time.</li> </ul>
Review accuracy of subrecipient data reports <ul style="list-style-type: none"> <li>• 1 subaward data report received and reviewed quarterly</li> <li>• 100% of subrecipients will submit quarterly data reports on time</li> </ul>	<ul style="list-style-type: none"> <li>• Number of data reports received and reviewed</li> <li>• Percent of subrecipients with data reports submitted on time.</li> </ul>
Review accuracy of subrecipient fiscal reports <ul style="list-style-type: none"> <li>• 1 subaward fiscal reports received and reviewed quarterly</li> <li>• 100% of subrecipients will submit quarterly fiscal reports on time</li> </ul>	<ul style="list-style-type: none"> <li>• Number of reports received and reviewed</li> <li>• Percent of subrecipients with fiscal reports submitted on time.</li> </ul>
Provide fiscal and programmatic technical assistance to all subrecipients as needed. <ul style="list-style-type: none"> <li>• 1 subrecipients will receive technical assistance.</li> </ul>	<ul style="list-style-type: none"> <li>• </li> </ul>
Perform site visits with 100% of subrecipients during award period. <ul style="list-style-type: none"> <li>• 3 subaward site visit schedule will be submitted to ICJIA</li> <li>• 3 subaward visits conducted (1 each year minimum)</li> </ul>	<ul style="list-style-type: none"> <li>• Number of site visits completed.</li> </ul>
	<ul style="list-style-type: none"> <li>• Number of site visit reports submitted to ICJIA</li> </ul>

<p>Submit site visit reports to ICJIA within 30 days of visit</p> <ul style="list-style-type: none"> <li>• 3 subaward site visit reports submitted to ICJIA</li> <li>• 3 subaward site visit reports submitted to ICJIA within 30 days</li> </ul>	
<p>If applicable, provide a Corrective Action Plan for all subrecipients identified as needing formal corrective action.</p> <ul style="list-style-type: none"> <li>• Up to 1 subrecipients will be identified as requiring corrective action.</li> <li>• Up to 1 will be notified and provided with a Plan of Corrective Action</li> </ul>	<ul style="list-style-type: none"> <li>• Number identified</li> </ul>
<p>If applicable, verify subrecipient completion of Corrective Action Plan within specified timeframe.</p> <ul style="list-style-type: none"> <li>• 100% subrecipients will need to complete Corrective Action Plan requirements within specified timeframe</li> </ul>	<ul style="list-style-type: none"> <li>• </li> </ul>
<p>Provide fiscal and programmatic technical assistance to all subrecipients that request such assistance.</p> <ul style="list-style-type: none"> <li>• Up to 1 subrecipient will require fiscal and technical assistance</li> <li>• Up to 1 subrecipient will receive such assistance</li> </ul>	<ul style="list-style-type: none"> <li>• Number requesting technical assistance</li> </ul>

#### Passthrough Monitoring of Subgrantee

<b>GOAL:</b> Through the oversight of subawards, provide technical assistance to build knowledge and capacity of grassroots non-profit(s) serving our reentry population.	
Objectives	Process Performance Measures
Detail the plan for monitoring subrecipient performance, including submission of periodic data reports and periodic fiscal reports	<ul style="list-style-type: none"> <li>• Submit agency plan for monitoring of sub-awards</li> <li>• 100% of subrecipients will submit periodic fiscal reports on time</li> </ul>
Review accuracy of subrecipient data reports	<ul style="list-style-type: none"> <li>• 1 subaward data report received and reviewed quarterly</li> <li>• 100% of subrecipients will submit quarterly data reports on time</li> </ul>

Review accuracy of subrecipient fiscal reports	<ul style="list-style-type: none"> <li>• 1 subaward fiscal reports received and reviewed quarterly</li> <li>• 100% of subrecipients will submit quarterly fiscal reports on time</li> </ul>
Provide fiscal and programmatic technical assistance to all subrecipients as needed.	<ul style="list-style-type: none"> <li>• 1 subrecipients will receive technical assistance.</li> </ul>
Perform site visits with 100% of subrecipients during award period.	<ul style="list-style-type: none"> <li>• 3 subaward site visit schedule will be submitted to ICJIA</li> <li>• 3 subaward visits conducted (1 each quarter minimum)</li> </ul>
Submit site visit reports to ICJIA within 30 days of visit	<ul style="list-style-type: none"> <li>• 3 subaward site visit reports submitted to ICJIA</li> <li>• 3 subaward site visit reports submitted to ICJIA within 30 days</li> </ul>
Provide a Corrective Action Plan for all subrecipients with identified as needing formal corrective action.	<ul style="list-style-type: none"> <li>• Up to 1 subrecipients will be identified as requiring corrective action.</li> <li>• Up to 1 will be notified and provided with a Plan of Corrective Action</li> </ul>
Verify subrecipient completion of Corrective Action Plan within specified timeframe.	<ul style="list-style-type: none"> <li>• 100% subrecipients will need to complete Corrective Action Plan requirements within specified timeframe</li> </ul>
Provide fiscal and programmatic technical assistance to all subrecipients that request such assistance.	<ul style="list-style-type: none"> <li>• Up to 1 subrecipient will require fiscal and technical assistance</li> <li>• Up to 1 subrecipient will receive such assistance</li> </ul>

**EXHIBIT F**

**PERFORMANCE STANDARDS**

**See Exhibit E Performance Measures.**

## EXHIBIT G

## SPECIFIC CONDITIONS

1. Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.
2. waiting on grantee to complete.
3. ICQ Specific Conditions

<b>ICQ Section:</b>	03-Financial and Regulatory Reporting (2 CFR 200.327)
<b>Conditions:</b>	Requires more detailed reporting;
<b>Risk Explanation:</b>	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
<b>How to Fix:</b>	Implementation of new or enhanced system, mitigating controls or a combination of both.
<b>Timeframe:</b>	One year.
<b>ICQ Section:</b>	06-Audit (2 CFR 200.500)
<b>Conditions:</b>	Requires desk review of the status of implementation of corrective actions;
<b>Risk Explanation:</b>	Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.
<b>How to Fix:</b>	Completion of corrective action plan implementation.
<b>Timeframe:</b>	When corrective action is complete.
<b>ICQ Section:</b>	08-Property Standards (2 CFR 200.310 - 316)
<b>Conditions:</b>	Requires additional prior approvals;
<b>Risk Explanation:</b>	Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.
<b>How to Fix:</b>	Implementation of corrective action including new or enhanced controls over equipment and property.
<b>Timeframe:</b>	One year from the implementation of corrective action.

4. Grantee agrees to all comply with all of the terms and conditions required by the Illinois Department of Transportation as a result of Grantee's Internal Controls Questionnaire.

## PART TWO – THE GRANTOR-SPECIFIC TERMS

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

27. Definitions

“Authority” means the Illinois Criminal Justice Information Authority.

28. Budget Changes. Grantee may only make a discretionary line item transfer, as outlined in Part I, 6.3, after providing written notification to Grantor.

29. Commencement of Performance.

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

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

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

29.4. If this Agreement is terminated due to this section, Grantor will only pay for those services rendered as of the date service delivery ceased.

30. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be retained by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs only, in accordance with Part I, 7.11. Grantee shall report and account for such program income as required by the Grantor.

31. Reporting and Evaluation Requirements.

31.1. Grantee shall submit the following reports to the Grantor on a monthly basis:

- progress reports for the preceding month relevant to the performance indicators listed in the Agreement;
- fiscal reports detailing financial expenditures for the previous month; and
- any other reports specified by the Grantor.

Reports shall be submitted by the 15<sup>th</sup> of every month following the first complete month of the grant period.

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

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

31.4. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

32. Inspection and Audit.

32.1. If the Grantee is required either by federal or state law or regulation to have an audit performed, then the Grantee shall provide copies of such audits to the Grantor no later than 3 months after the close of the Grantor's audit period.

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

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

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

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

34. Procurement Requirements and Requests for Proposals.

34.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550) and Part I, 22.3.



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

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

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

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

34.5. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

**35. Sub-contracting.**

35.1. Grantee shall make reasonable efforts to assure that all sub-contractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any sub-contractor.

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

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

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

**36. Management and Disposition of Equipment and Commodities.**

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

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

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

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

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

37. Disclosure Of Solicitation For Employment. Grantee shall notify the Grantor's Ethics Officer if the Grantee solicits for employment any of the Grantor's employees during the term of this agreement.

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

39. Nondiscrimination.

39.1. Grantee certifies it shall comply with such guidance regarding civil rights matters as may be issued by Grantor.

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

39.3. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

39.4. In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding.

39.5. Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor and appropriate federal and state agencies. Grantee shall promptly notify Grantor, via its assigned Grant Monitor, of any complaints of prohibited discrimination or harassment filed with Grantee regarding grant employees, beneficiaries, or potential beneficiaries.

Grantee shall fully cooperate in any investigation regarding an allegation of prohibited discrimination.

39.6 Grantee will require subrecipients and subcontractors to comply with all applicable civil rights and nondiscrimination statutes and regulations.

40. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.

41. Copyrights and Patents.

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

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

42. Publications.

42.1. In addition to the requirements of Part I, Article 23, Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

42.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

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

42.4. All publications shall supplement the language required by Part I, Article 23 with the following statement:

*"Funding provided in whole or in part by 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."*

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

required in 42.4.

42.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

43. Failure to File in a Timely Fashion.

43.1. In order to preclude the possibility of lapsing of funding, Grantor requires the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress reports and all reports included in the closeout materials. Monthly fiscal reports are due no later than the 5<sup>th</sup> of each month. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. The final date for submission for all of the closeout material reports is 15 days after the end of the grant period.

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

44. Reporting Grant Irregularities.

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

44.2. Grantee shall inform any sub-recipient of Grantor's grant funds that the sub-recipient is similarly obligated to report irregularities and Grantee shall provide a copy of Grantor's policy to any sub-recipient. A copy of Grantor's policy is available on the web at <http://www.icjia.state.il.us/public/>.

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

44.4. In addition, Grantor, 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.

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

Illinois Criminal Justice Information Authority

Attn: Office of General Counsel  
300 W. Adams Suite 200  
Chicago, IL 60606

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

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

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

Illinois Criminal Justice Information Authority  
Attn: Office of General Counsel  
300 W. Adams Suite 200  
Chicago, IL 60606

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

47. Grant Funds Recovery and Involuntary Withholdings.

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

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

48. Crimes of Dishonesty. Grantee shall notify Grantor if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

49. Timekeeping.

49.1. Grantee shall, in furtherance of its performance of all aspects of the program description and budget

as set forth in the attached exhibits and the Budget, maintain time keeping records for all grant-funded and match personnel as follows:

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

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

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

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

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

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

- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
- (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
- (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
- (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
- (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
- (f) Maintains a system coding or classification system that permits summarization and reporting of

- grant revenue and expenditures by specific accounts, programs, projects, etc.
- (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. *See* 2 CFR 200.302.
  - (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

51. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, 22.1, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

52. Project Monitoring and Evaluation.

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

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

52.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.

53. Safeguarding Constitutional Protections Related to Religion

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

53.2 Faith-based organizations may take into account religion when hiring staff consistent with the Religious Freedom Restoration Act and other applicable laws. In addition, Grantee must receive approval from the Department of Justice, Office for Civil Rights before doing so, if the grant is funded with federal funds.

53.3 Absent exigent circumstance, prior to enrolling or providing services to a beneficiary, faith-based organizations shall provide a written notice to the beneficiary which contains at a minimum the following information: (i) The organization may not discriminate against beneficiaries or prospective beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; (ii) The organization may not require beneficiaries or prospective beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary; (iii) The organization must separate in time or location any privately funded explicitly religious activities from activities supported by direct Federal financial assistance; (iv) If a beneficiary or prospective beneficiary objects to the religious character of the organization, the organization will undertake reasonable efforts to identify and refer the beneficiary

or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no objection; and (v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the Office for Civil Rights or the intermediary that awarded funds to the organization.

54. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII). Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of this grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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

a. In accepting this award, Grantee –

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes sub-awards or contracts under this award –

- i. it represents that –
  1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will



provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**56. Sub-Granting.**

**56.1 Sub-Grantee Monitoring.**

- a. Grantee will monitor sub-grantees to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the sub-award. Grantee will ensure that all sub-grantees comply with Grant Accountability and Transparency Act (30 ILCS 708/1 et al.) and 2 CFR 200 requirements. Approval of a sub-grantee does not relieve Grantee of its obligation to assure performance under this Agreement.
- b. Sub-grantees are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all sub-grantees.
- c. Grantee will require all sub-grantees to submit, at a minimum, quarterly data and fiscal reports to Grantee.
- d. As Grantee awards each sub-grant, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a sub-grantee shall be submitted to Grantor along with verification of the corrective action.

56.2 Any sub-grant under this Agreement shall be subject to Grantor-approval, specified by written contract, and subject to all terms and conditions contained in this Agreement. If the use of a sub-grantee is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is sub-granted as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written sub-grant agreement. Grantee will ensure that all sub-grantees comply with the requirements to obtain a DUNS number and to register with SAM.gov. Prior to the execution of its grant agreement, Grantee will submit their sub-grantee monitoring protocol to Grantor for approval.

56.3 Prior to awarding sub-grants, Grantee shall submit to Grantor selected sub-grantees for approval. Grantor reserves the right to deny a sub-grantee, impose additional conditions to the sub-grant, or reduce the amount of the sub-grant. Grantee shall submit to Grantor the funded amount, a site visit schedule, and notification of monitoring provisions for each sub-grant upon execution of the sub-grant agreement.

56.4 Grantee shall use a competitive bidding process for the selection of any sub-grantee not specifically named in this Agreement pursuant to GATA rules.

56.5 Grantee shall conduct a programmatic risk assessment of every sub-grantee that receives a sub- award through this Agreement.

56.6 Grantee will evaluate each sub-grantee's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a sub-grantee, if appropriate.

56.7 Grantee will make fiscal and programmatic technical assistance available to all sub-grantees, and

may also be required to attend trainings hosted by Grantor.

56.8 All unspent sub-grant funds will be returned by Grantee to Grantor within 30 days after the end of each sub-grantee's period of performance.

56.9 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the sub-grantee by Grantee.

56.10 Grantor is not responsible for the performance, acts, or omissions of any sub-grantee.

57. Charitable Organizations. If Grantee is a charitable organization then Grantee certifies that it is a charitable organization under the requirements of the Illinois Charitable Trust Act (760 ILCS 55/1 *et. seq.*) and the Solicitation for Charity Act (225 ILCS 460/0.01 *et. seq.*).

58. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

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

Such persons with the following convictions will automatically be excluded from working on the program:

- sex offenses;
- criminal offenses in which the victim is, by statute, a youth, including, but not limited to, child abuse and child endangerment; and
- any Class X felony for which the person has completed parole/supervised release within the past 5 years.

Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations

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

61. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Said policy is available upon Grantee request. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program

participants. For emergency food provision, grantees must maintain records of both the cost of the food provided and the program participant who received it.

62. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs.

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### PART THREE – THE PROJECT-SPECIFIC TERMS

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

63. Employment eligibility verification for hiring under the award.

63.1 Grantee (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under his award of both--

- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance

63.2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

63.3. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

63.4. Rules of construction

A. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the

United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [VerifyEmployerAgent@dhs.gov](mailto:VerifyEmployerAgent@dhs.gov).

64. All subawards ("subgrants") must have specific federal authorization. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

65. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of Federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract(if contract would exceed \$250,000)), and are incorporated by reference here.

66. Unreasonable restrictions on competition under the award; association with federal government

66.1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring

awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

66.2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

66.3. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

66.4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

67. Requirements pertaining to prohibited conduct related to trafficking in persons The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

68. Determination of suitability to interact with participating minors This condition applies to this award if it is indicated that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain

individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

69. Conferences, Meetings, Trainings, and other events. Grantee must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

70. Requirement for Data on Performance and Effectiveness. The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

71. Training Guiding Principles. Any training or training materials that Grantee develops or delivers with grant funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

72. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42  
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

73. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54  
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

74. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38  
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.  
Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

75. Restrictions on "lobbying" In general, as a matter of federal law, federal funds awarded by OJP may not be

used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

Should any question arise as to whether a particular use of federal funds by grantee (or subrecipient) would or might fall within the scope of these prohibitions, grantee is to contact ICJIA for guidance, and may not proceed without the express prior written approval of ICJIA and OJP.

76. Appropriations-law Restrictions. Grantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

77. Reporting Potential Fraud, waste and abuse In addition to the requirements of paragraph 45, potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

- a. In accepting this award, Grantee –
  - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or



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

b. If Grantee makes sub-awards or contracts under this award –

i. it represents that –

1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

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

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

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

81. Cooperating with Grantor and OJP Monitoring Requests. Grantee agrees to comply with Grantor and OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with Grantor, BJA, and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. Further, Grantee agrees to abide by reasonable deadlines set by Grantor, BJA, and OCFO for providing the requested documents. Failure to cooperate with Grantor, and BJA's/OCFO's grant monitoring activities may result in sanctions affecting Grantee's awards, including, but not limited to: withholdings and/or other restrictions on Grantee access to grant funds; referral to the Office of the Inspector General for audit review; designation of Grantee as a High Risk grantee; or termination of an award.

82. Justice Information Sharing. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the recipient (and any subrecipient at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

83. Avoidance of Duplication of Networks. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

84. Compliance with 28 C.F.R. Part 23. With respect to any information technology system funded or supported by funds under this award, Grantee (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, Grantee may be fined as per 42 U.S.C. 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.

85. Protection of human research subjects. The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

86. Confidentiality of Records.

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

86.2. Grantee (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

87. Law enforcement task forces - required training Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity

and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

88. Justification of consultant rate Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Grantor prior to obligation or expenditure of such funds.

89. Submission of eligible records relevant to the National Instant Background Check System Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if Grantee (or any subrecipient) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the Grantee (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

90. Required attendance at BJA-sponsored events Grantee and any subrecipient must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

91. Compliance with National Environmental Policy Act and Related Statutes.

91.1. Upon request, Grantee must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, Grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, Grantee agrees to contact BJA.

91.2. Grantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by Grantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- New construction;
- Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a)

purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

- Implementation of a program relating to clandestine methamphetamine laboratories operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

91.3. Grantee understand and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement. Grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html>.

91.4. For existing and continuing programs or activities that will be funded with federal grant funds through Grantor, upon request by Grantor as directed by BJA, Grantee shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

92. Establishment of trust. If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

93. Body Armor

93.1. JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

93.2. Grantee agrees to submit a signed certification that they have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

93.3. Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

94. Required Data on Law Enforcement Agency Training. Grantee agrees, that if it is a law enforcement agency, it will submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

95. Expenditures prohibited without waiver No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies

that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

96. Controlled expenditures.

96.1. *Prior Written Approval Required.* Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

96.2. *Incident Reporting.* If Grantee uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of-- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and Grantee must make that information available to BJA upon request. Details about what information must be collected and retained are set out at <https://ojp.gov/docs/LEEquipment-WG-Final-Report.pdf>.

96.3. *Sale of items on Controlled Expenditure List.* Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
- b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
- c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.
- d. Grantee must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds, and must abide by any applicable laws (including regulations) in such disposal.

96.4. *Prohibited or Controlled Expenditures - Effect of Failure to Comply.* Failure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

96.5. *Controlled expenditures – Standards.* Grantee understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through

Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon Grantor's or OJP's request, Grantee agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

97. Use of funds for DNA testing; upload of DNA profiles.

97.1. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

97.2. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

97.3. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

98. Match. Match or cost sharing is not required for this Agreement.

99. Equal Employment Opportunity Plan (EEOP).

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

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

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

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

Grantor proof that the Utilization Report was approved by the OCR.

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

99.6 Grantee must provide proof that a Utilization Report was submitted under pursuant to subsection 5.3 or approved pursuant to subsection 5.4, as applicable, within two years of the execution of this Agreement.

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

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

101. Nondiscrimination.

101.1 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, pregnancy, physical or mental disability, military status, sexual orientation, gender identity, or unfavorable discharge from military service. Grantee understands that federal and state statutes and regulations applicable to awards made by Grantor include civil rights and nondiscrimination requirements and Grantee certifies that it will abide by those requirements. Specifically, those requirements as found in:

- a. The applicable statutes pertaining to civil rights contained in section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. The applicable statutes pertaining to nondiscrimination contained in section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of Juvenile Justice and delinquency Prevention Act of 1974, as amended; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations (Executive Order 13,559 and 28 C.F.R. pt. 38), DOJ Implementing Regulations as found in 28 C.F.R. pt. 42, 28 C.F.R. pt 31, 28 C.F.R. pt 35, 28 C.F.R. pt 38 and 28 C.F.R. pt 94;
- d. The Illinois Human Rights Act (775 ILCS 5), The Public Works Employment Discrimination Act (775 ILCS 10), The Illinois Environmental Barriers Act (410 ILCS 25); and
- e. Any other applicable Federal, State, or local civil rights or nondiscrimination laws.

101.2 Grantee certifies it shall comply with such guidance regarding civil rights matters as may be issued by Grantor and the United States Department of Justice, Office of Justice Programs, Office for Civil Rights. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5)

101.3 National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 and the Safe Streets Act, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

101.4 Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

101.5 In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding. If applicable, Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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

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

101.8 Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor and appropriate federal and state agencies. Grantee shall promptly notify Grantor, via its assigned Grant Monitor, of any complaints of prohibited discrimination or harassment filed with Grantee regarding grant employees, beneficiaries, or potential beneficiaries. Grantee shall fully cooperate in any investigation regarding an allegation of prohibited discrimination.

101.9 Grantee shall complete a Civil Rights Compliance Questionnaire as required by Grantor.

101.10 Grantee will require subrecipients and subcontractors to comply with all applicable civil rights and nondiscrimination statutes and regulations.

102. Disposition Reporting. Grantee certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with Grantor and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by Grantor pursuant to federal law.



103. High-Risk Grantees.

103.1. If Grantee is designated "high risk" by a grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, Grantee must disclose that fact and certain related information to Grantor in writing. For purposes of this disclosure, high risk includes any status under which an awarding agency provides additional oversight due to Grantee's past performance, or other programmatic or financial concerns with the recipient. Grantee disclosure must include the following: 1. The awarding agency that currently designates Grantee high risk, 2. The date Grantee was designated high risk, 3. The high-risk point of contact at that awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the awarding agency.

103.2. Grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if Grantor determines that Grantee is a high-risk grantee.

104. Maximum Employee Compensation. Grantee understands and agrees that funds through this agreement may not be used to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Services (SES) at an agency with a Certified SES Performance Appraisal System for that year. An employee may be compensated at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

105. Duplicative Funding. Grantee agrees that if it currently has other active awards of federal funds, or if Grantee receives any other award of federal funds during the period of performance for this award, Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, Grantee must promptly notify Grantor in writing of the potential duplication, and, if so requested by Grantor, must seek a budget-modification to eliminate any inappropriate duplication of funding.

106. Reclassification of Various Statutory Provisions to a new Title 34 of the United States Code.

106.1. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

106.2. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

107. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from March 1, 2022, not to exceed \$199,438.00, and must be in accordance with the final approved program budget. ICJIA has the right and obligation to review supporting documentation for all pre-award incurred costs that are submitted for reimbursement on an invoice from grantees. Cost that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

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<sup>i</sup> <https://www.cbsnews.com/pictures/the-most-dangerous-cities-in-america/>

<sup>ii</sup> <https://home.chicagopolice.org/wp-content/uploads/2020/09/19AR.pdf>

<sup>iii</sup> <https://rockfordil.gov/wp-content/uploads/2021/04/Overall-RockStat-Year-End-2020.pptx.pdf>

<sup>iv</sup> <https://www.wifr.com/2021/02/23/rockford-murder-rate-jumped-100-in-2020/>

<sup>v</sup> <https://www.census.gov/quickfacts/fact/table/winnebagocountyillinois,rockfordcityillinois,IL,US/PST045219>

<sup>vi</sup> *ibid*

<sup>vii</sup> [https://www2.illinois.gov/ides/lmi/Pages/Local\\_Area\\_Unemployment\\_Statistics.aspx](https://www2.illinois.gov/ides/lmi/Pages/Local_Area_Unemployment_Statistics.aspx)

<sup>viii</sup> Source: Analyses by Loyola's Center for Criminal Justice Research, Policy & Practice of aggregate, published I-UCR data.

<sup>ix</sup> *Ibid.*

<sup>x</sup> <http://www.mystateline.com/news/rockford-listed-as-americas-5th-most-dangerous-city/820263454;>  
<http://1440wrok.com/website-declares-rockford-to-be-the-5th-most-dangerous-city-in-america/>

<sup>xi</sup> *ibid.*

## 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 (Specify Yr., Mo., or Hr.)	% of Time or % of Grant Funded Salary	Quantity (based on Yr/Mo/Hr)			
<i>TBD</i>	<i>Program Compliance Coordinator</i>	\$ 26	hour	75.00%	2,080.00	\$ 41,246		\$ 41,246
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
<i>Total</i>						<i>\$ 41,246.00</i>	<i>\$ -</i>	<i>\$ 41,246.00</i>

Personnel Narrative:

- **Program Compliance Coordinator** is responsible for providing technical assistance, regular site visits, ensuring data, financial, and contractual compliance; data, financial, and other reports due over the course of the funding period; and ensuring payment for subcontracted services. 55,000 (yr) = 26.44 (hr) / 75% (time spent on project) = \$41,246.00 Cost based on cost of living and job roles.

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]

- **Program Compliance Coordinator** is responsible for providing technical assistance, regular site visits, ensuring data, financial, and contractual compliance; data, financial, and other reports due over the course of the funding period; and ensuring payment for subcontracted services. YEAR 1: \$3155 (FICA @ 7.65%) + \$2945 (Retirement @ 7.14%) + \$936 (Worker's Comp @ (2.27%) \$124 (Unemployment @ .3%) + \$23 (75% Life @ 30.00 flat) + \$16,516.50 (75% Health Insurance @ 22,022 flat) = **Total Fringe = \$23,699**

3). **Travel** (2 CFR 200.474) -- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

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

Travel Narrative:

Implementing Agency Name: WINNEBAGO COUNTY

Grant #: TBD

## Section C - Budget Worksheet & Narrative

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

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

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Total</b>				\$ -	\$ -	\$ -

Equipment Narrative:

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.

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/ Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
						\$ -
						\$ -
Total				\$ -	\$ -	\$ -

Supplies Narrative:

Implementing Agency Name: WINNEBAGO COUNTY

Grant #: TBD

**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)			
<b>Get Connected 815 - Subaward:</b>							\$ -
1. Personnel	\$ 76,960.00	annual	1	100.00%	\$ 76,960		\$ 76,960
2. Fringe	\$ 8,199.00	annual	1	100.00%	\$ 8,199		\$ 8,199
3. Travel	\$ 1,580.00	annual	1	100.00%	\$ 1,580		\$ 1,580
4. Getting Ahead While Getting Out Workbooks	\$ 18.50	Per Person	20	100.00%	\$ 370		\$ 370
5. Getting Ahead Workbook Shipping	\$ 30.00	flat rate	1	100.00%	\$ 30		\$ 30
6. Gas Cards for Participants	\$ 5.00	each	384	100.00%	\$ 1,920		\$ 1,920
7. Navigator Cell Phones	\$ 300.00	month	5	100.00%	\$ 1,500		\$ 1,500
8. Navigator Cell Phone Service	\$ 175.00	month	12	100.00%	\$ 2,100		\$ 2,100
9. Navigator / Call Center Coordinator Laptops	\$ 1,243.00	per item	5	100.00%	\$ 6,215.00		\$ 6,215
10. Software for laptops and desktop(equal to Microsoft)	\$ 273.00	per item	5	100.00%	\$ 1,365.00		\$ 1,365
11. Mouse (laptop)	\$ 15.00	per item	5	100.00%	\$ 75.00		\$ 75
12. Laptop cases	\$ 25.00	per item	5	100.00%	\$ 125.00		\$ 125
13. Indirect Costs	\$ 100,437.00	base	1	10.00%	\$ 10,044		\$ 10,044
14. Case Management Software	\$ 15,000.00	annual	1	100.00%	\$ 15,000		\$ 15,000
<b>Total</b>					<b>\$ 125,483</b>	<b>\$ -</b>	<b>\$ 125,483</b>

Contractual Narrative:

**SUB RECIPIENT PERSONNEL:**

4 Navigators will be employed on a part time basis and will be split between covering weeknights and covering weekends. These positions will be supervised by the Get Connected Executive Director, whose salary is not included in this budget.

2 Part Time Navigators will be available to work on-call nights (after 5 pm), and weekends (8 am - 10 pm) on an hourly basis of \$20.00/hour. Their primary focus will be to complement the existing Winnebago County Focused Deterrence Program Navigators (for which funding currently only covers day shift services) by offering night and weekend support to the program's high risk participants; however, the PT Navigators will also be available to work with other moderate to high risk individuals when time allows.

**2 Weeknight Navigators** will be on call, alternating days from Monday through Friday, (one Navigator on call per day) during the hours of 5 pm - 10 pm: ((5 days x 5 hours) or 25 hours/wk) x 52 weeks = 1300 hours x \$20/hour = \$26,000 annually / 2 Navigators = \$13,000.00 per year per Navigator.

**Weekend Navigator 1 (Day Shift):** (8 am - 2 pm or 6 hours/day) X 2 days/week= 12 hours x 52 weekends/yr= 624 total hours x \$20 per/hour = \$12480

**Weekend Navigator- 2 (PM Shift):** (2 pm - 8 pm or 6 hours/day) X 2 days/week= 12 hours x 52 weekends/yr= 624 total hours x \$20 per/hour = \$12480

**Get Connected Call Center Coordinator (CCC):** The CCC will receive the call/referral for individuals needing services: screen clients for services and input their information into the



Get Connected will utilize a database (CCC) that CCC will receive the call referral for individuals needing services, screen clients for services and input their information into the database; manage the Navigator rotation to ensure that all Navigators maintain balanced caseloads in relation to each other and notify Navigators when they receive a new referral, providing them with client contact information to ensure that they connect and schedule the Intake appointment. The CCC will also assist Navigators with documentation to ensure they stay in compliance with all grant requirements. (noon - 5 pm) 5 hrs/day X 5 days/wk= 25 hrs X 52 weeks= 1300 total hours X \$20/hr= \$26,000

**13,000 + 13,000 + 12,480 + 12,480 + 26,000 += \$76,960 (Total Salary)**

#### SUB RECIPIENT FRINGE:

- **PT Navigator Weeknights Fringe** = \$1385 = FICA + Unemployment/Work Comp
  - FICA= \$995 = (Base- \$13000) X 7.65%
  - Unemployment= \$390 = (Base- \$13000) X 3%
- **PT Navigator Weeknights Fringe** = \$1385= FICA + Unemployment/Work Comp
  - FICA= \$995 = (Base- \$13000) X 7.65%
  - Unemployment= \$390 = (Base- \$13000) X 3%
- **PT Navigator Weekends**= \$1330 = FICA + Unemployment/Work Comp
  - FICA= \$955= (Base- \$12480) X 7.65%
  - Unemployment= \$375 = (Base- \$12480) X 3%
- **PT Navigator Weekends**= \$1330 FICA + Unemployment/Work Comp
  - FICA= \$955= (Base- \$12480) X 7.65%
  - Unemployment= \$374 = (Base- \$12480) X 3%
- **Get Connected PT Call Center Coordinator**= \$2769= FICA + Unemployment/Work Comp
  - FICA= \$1989 = (Base- \$12480) X 7.65%
  - Unemployment= \$780 = (Base- \$12480) X 3%

**\$1385 + \$1385 + \$1330 + \$1330+ \$2,769 =\$8,199.00 (Total Fringe)**

#### SUB RECIPIENT TRAVEL:

Navigator staff, local mileage for field work: 75 miles/mo (per Navigator) x 9 months=675 mi X \$0.585 /mi = \$395/year x 4 staff = **\$1580.00**

#### SUB-RECIPIENT SUPPLIES:

**Getting Ahead Workbooks for Program Participants:** Get Connected uses the curriculum "Getting Ahead While Getting Out: A Prisoner Reentry Model to Reduce Recidivism Through Learning, Building Resources, Accountability, and Collaboration". Implementing this curriculum requires Investigators/Participants to use workbooks, which Getting Ahead proposes to provide, so as to remove the cost barrier to participation for Investigators. The following calculation was used to determine cost: *20 participants X \$18.50 per Getting Ahead Workbook= \$370 + 8% shipping costs (\$30) total estimated shipping costs = \$400. Cost is fixed and only available through this vendor*

**Gas Cards for Navigator Clients with Transportation Issues** (not the participants in the Getting Ahead class; these are others being served). Since mass transit options in Rockford are limited in most areas and completely unavailable in others, Get Connected is proposing to assist clients experiencing difficulty participating with the plans outlined by their Navigators by providing them with \$5 gas cards to enable them to get to and from appointments and meetings that they would otherwise not be able to attend. A policy will be put in place to ensure that these cards are not given liberally and are only provided to clients that have been determined to be fully engaged with their Navigators. These gas cards will also be important because if Navigators have multiple clients with transportation issues and a conflict arises where more than one client is in need of transportation, the gas cards will ensure that they do not have to choose which client to assist and which client does not receive help, as this has the potential to cause serious damage to the relationship between Navigator and Client, particularly regarding the Client's ability to trust their Navigator. The total for this line item was calculated as follows: *4 Navigators X 8 gas cards/mo (per Navigator) = 32 gas cards x 12 months= 384 gas cards x \$5.00 each = \$1920.00 total gas cards Cost based on need from recent, similar program*

**Cell Phones** for field work and contact with participants: Each Navigator and Call Center Coordinator will need a cell phone in order to effectiely communicate with their clients, as well as to be able to safely provide services to clients, as cell phones enable GPS tracking and SOS functionality for Navigators in the field. The calculation is as follows: *5 staff x \$300 (estimated cost/phone based on costs of similar program implementations in the past) = \$1500.00*

**Cell Phone Service:** Get Connected has budgeted funds for cell phone service for the above mentioned cell phones. *Calcuation is: \$35/mo x 5 staff = 175 (cost/mo) x 12 (months) = \$2100.00 Cost based on recent similar program and internet search*

**Navigator / Call Center Coordinator Laptops** are a one-time purchase to be used in the field for case management of program participants as well as by the Call Center Coordinator for managing schedules and assisting with data \$1,200 (cost per) x 5 (staff)= \$6,000 Cost based on previous expense for same purchase.

**Software for laptops (Microsoft or better)** software is a one-time purchase to be installed on the Navigator(s) and Call Center Coordinators laptops for creating documents \$273 (cost ner) x 5 (quantitiv) = \$1365 Cost based on previous expense for same purchase.

(cost per) x 5 (quantity) = \$125 Cost based on previous expense for same purchase.

**Mouse (laptops)** is needed for the Navigator and Call Center Coordinator laptops \$15.00 (cost per) x 5 (quantity) = \$75 Cost based on previous expense for same purchase.

**Laptop Case** will be used to safely store Navigator and Call Center Coordinator laptops when not in use or when in transit for remote work. \$25 (cost per) x 5 (quantity)=\$125 Cost based on previous expense for same purchase.

**370 + 30 + 1920 + 1500 + 2100 + 6000 + 1365 + 75 + 215 + 125 = \$13,700.00 (Total Supplies)**

**SUB RECIPIENT INDIRECT:**

Indirect cost calculated at 10% of Modified Total Direct Cost (MTDC): 76960 (personnel) + 8197 (fringe) + 1580 (travel) + 13,700 (supplies) = \$100,437 @ 10% = **\$10,044.00 (Total Indirect)**

**Case Management Software:** Case management software cost based on previous implementation and monthly fees for program staff. This line item is critical due to the field-work nature of the program, simply stated, we cannot implement without it. Cost may be less, but **placeholder is \$15,000** based on previous implementation, internet search, and quote from vendor. This includes set up, training and implementation. Future years will just consist of monthly user licenses and will be substantially less.

**76,960 (salary) + 8,197 (fringe) + 1,512 (travel) + 13,700 (supplies) + 10,044 (Get Connected 815 Indirect) + 15,000 (case management software) = \$125,483.00**

Section C - Budget Worksheet & Narrative

16). Indirect Cost (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

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

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
Salary / Fringe / Travel / Supplies / Subaward	\$ 89,945	10.00%	\$ 8,995		\$ 8,995

Indirect Cost Narrative:

Indirect cost calculated at 10% of Modified Total Direct Costs (MTDC):  
41,246 (salary) + 23,699 (fringe) + 25,000 (1 subaward) = 89,945.00

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

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

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

Implementing Agency		Program Agency
Winnebago County	Winnebago County	Chairman's Office of Criminal Justice Initiatives
Name of Applicant Institution/Organization	Name of Applicant Institution/Organization	Institution/Organization
Signature	Signature	Signature
David Rickert	Joselh Chicarelli	Marlana Dokken
Name of Official	Name of Official	Name of Official
Chief Financial Officer	Chairman, Winnebago County	Director
Title	Title	Title
Chief Financial Officer (or equivalent)	Executive Director (or equivalent)	Executive Director (or equivalent)
Date of Signature	Date of Signature	Date of Signature

Section C - Budget Worksheet & Narrative

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

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
<i>1. Personnel</i>	\$ 41,246.00	\$ -	\$ 41,246.00
<i>2. Fringe Benefits</i>	\$ 23,699.00	\$ -	\$ 23,699.00
<i>3. Travel</i>	\$ -	\$ -	\$ -
<i>4. Equipment</i>	\$ -	\$ -	\$ -
<i>5. Supplies</i>	\$ -	\$ -	\$ -
<i>6. Contractual Services</i>	\$ 125,483.00	\$ -	\$ 125,483.00
<i>16. Indirect Costs</i>	\$ 8,995.00	\$ -	\$ 8,995.00
<i>TOTAL PROJECT COSTS</i>	\$ 199,423.00	\$ -	\$ 199,423.00



# Resolution Executive Summary

**Prepared By:** On behalf of Sheriff's Department  
**Committee:** Public Safety and Judiciary Committee  
**Committee Date:** February 16, 2022  
**Resolution Title:** Resolution Awarding an Agreement with Benchmark Analytics  
**County Code:** Winnebago County Purchasing Ordinance  
**Board Meeting Date:** February 24, 2022

**Budget Information:**

<b>Was item budgeted?</b> Yes	<b>Appropriation Amount:</b> \$40,000 per year
<b>If not, explain funding source:</b>	
<b>ORG/OBJ/Project Code:</b> 24000-43160	<b>Budget Impact:</b>

**Background Information:**

The Winnebago County Sheriff's Department is in need of data-driven, law enforcement software that tracks officer performance and behavior.

It serves to recognize officers that exhibit exceptional behavior, as well as, identify officers who exhibit problematic behavior, which will then flag areas in need of improvement. Benchmark Analytics LLC has partnered with a consortium of research partners, including the University of Chicago, to develop their technology. The Benchmark Management System technology platform is currently deployed in close to 1,500 public agencies in 39 states across the country.

**Recommendation:**

WCSD Chief Deputy, Rick Ciganek, recommends approval of Benchmark Analytics law enforcement system. Discounted pricing was obtained by using the vendor's General Services Administration (GSA) contract 47-QTCA-20-D-00B9. (See Resolution Exhibit A and Resolution Exhibit B).

**Contract/Agreement:**

The agreement is for three years with two one-year renewal options.

**Legal Review:**

Benchmark's contract was reviewed and revised by State's Attorney's office.

**Follow-Up:**

Purchasing Department will attain counter-signed contract agreement. WCSD will issue a County Purchase Order to Benchmark Analytics LLC.

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

Sponsored by: Burt Gerl

Submitted by: Public Safety and Judiciary Committee

2022 CR

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**RESOLUTION AWARDING AN AGREEMENT WITH BENCHMARK ANALYTICS**

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**WHEREAS**, Section 2-357- part g Cooperative Joint Purchasing of the Winnebago County Code sets forth the guidelines for the County's participation in governmental agreements, and pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) the County has reviewed General Services Administration contract, 47QTCA20D00B9; and,

**WHEREAS**, the Winnebago County' Sheriff's Department is in need of data-driven, law enforcement software; and,

**WHEREAS**, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposal, Resolution Exhibit A, received for the aforementioned project and recommends awarding the contract as follows:

**BENCHMARK ANALYTICS LLC**  
**1801 WEST WARNER AVENUE, SUITE 301**  
**CHICAGO, IL 60613**

**NOW, THEREFORE, BE IT RESOLVED**, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a service agreement, see Resolution Exhibit B, on behalf of the County of Winnebago with BENCHMARK ANALYTICS LLC, 1801 WEST WARNER AVENUE, SUITE 301, CHICAGO, ILLINOIS 60613 in the amount of FORTY THOUSAND DOLLARS (\$40,000.00).

**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 authorized to prepare and deliver certified copies of this Resolution to the WCSO Chief Deputy, Finance Director, Director of Purchasing and County Auditor.

Respectfully Submitted,  
**PUBLIC SAFETY AND JUDICIARY COMMITTEE**

**AGREE**

**DISAGREE**

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BURT GERL, CHAIRMAN

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BURT GERL, CHAIRMAN

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AARON BOOKER, VICE CHAIRMAN

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AARON BOOKER, VICE CHAIRMAN

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KEVIN MCCARTHY

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KEVIN MCCARTHY

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BRAD LINDMARK

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BRAD LINDMARK

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TIM NABORS

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DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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**JOSEPH CHIARELLI**

CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

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**LORI GUMMOW**

CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Proposal to  
Winnebago County Sheriff  
02/03/2022  
GSA: 47QTCA20D00B9



## Introduction

Benchmark Analytics® was founded by a group of dedicated professionals who have years of experience in policing and because we've worn the badge, we know how important it is to uphold its honor. We also understand the power of data and analytics in advancing talent management and administration — we have a proven track record developing groundbreaking data-driven platforms that are founded in research and fueled by high-level, evidence-based analytics. Finally, the Benchmark platform is deployed in roughly 1500 public agencies in 39 states across the country.

Our software-enabled platform closes the current knowledge gaps in the marketplace by providing a single source to track and manage all data associated with a police department's human capital, and provides a holistic management system with early indicators designed to:

- Recognize, reward and retain officers exhibiting standout police work
- Identify officers exhibiting problematic behavior and flag areas in need of improvement — and provide them with a corrective action plan to get them back on track.

Additionally, our innovative platform includes security protected software that is instantly accessible, simple to use and easy to navigate.



Along with our consortium of esteemed research partners including the University of Chicago Center, highly regarded policing thought leaders and world-class technology developers, we are proud to present this Benchmark Analytics proposal for your consideration.

## 1. BMS | Benchmark Management System®

With BMS, Benchmark works with you to develop a comprehensive, top-to-bottom police force management system that:

- Serves as your single-source solution with full workflow management capabilities, or can be integrated with your existing systems — there’s no need to buy separate Use-of-Force, Internal Affairs, Performance Evaluation and other systems . . . BMS does it all
- Identifies what data is important to ensure the integrity and safety of all police officers, units and supervisors
- Configures to comply with DOJ guidelines on officer conduct and CALEA body of standards — as well as your collective bargaining agreement
- Delivers an efficient, effective platform created to provide a 360° holistic view of every officer in your department

BMS is a proactive management tool that features seven information categories designed to identify a wide range of activities and practices — not simply a system to focus on problematic behavior.



## 2. First Sign® Early Intervention

By leveraging the work completed in BMS, we activated the power of advanced analytics to develop a first-of-its-kind management tool that:

- Captures the data most important to officer performance and behavior — as well as the relationships between critical data variables
- Takes into account total productivity relative to signs that an officer may be engaging in problematic behavior
- Proactively notifies you at the “first signs” of a real need to intervene and help get an off-track officer back on track
- Transforms risk management in policing by significantly reducing your exposure to rising liability costs

First Sign is preventative by design: we know that intervention based upon simple, threshold-based triggers alone is not the right strategy — context, patterns of problematic behavior and officer history are what matter most . . . and what make our system better. First Sign is the only research based early warning/intervention product available in the market.

### 3. C.A.R.E. | Case Action Response Engine®

Once off-track behavior has been identified in First Sign, Benchmark expedites thoughtful and effective early intervention with C.A.R.E. — a proactive, targeted support program that:

- Features research-based, analytics-driven case management modules for officer-specific interventions
- Provides “benchmarks” of best practices that have proven to be most effective for different levels of intervention
- Facilitates the planning process with a template of actionable steps, guidelines, goals and follow-up

C.A.R.E. allows supervisors to develop a well thought out, meaningful plan of action for individual officers to help ensure that no one in your charge is falling through the cracks.

Ultimately, our goal is to get officers who are off track back on track — and out of C.A.R.E.

### Implementation

Benchmark Analytics is tenacious about implementation. Our team is comprised of former government practitioners who know all too well that a thoughtful, well-managed implementation plan and execution is just as important as the technology itself. If we are fortunate to win your business, we will assign a project manager to your implementation.

### Integrations

Benchmark Analytics will provide integrations into critical data capture/data storage systems. Integrating into people data systems and other key technologies provides

tremendous ease of use while greatly reducing errors associated with manual re-capture of data. We have a dedicated team of software specialists who focus on integrations and are building up a catalog of insight into commonly used applications all the time.

### Training

We will work with your department to develop the right training methodology for your end users. We rely on a train-the-trainer model which provides an on-site, multi-day training for key administrators and managers/users who will be utilizing the system day-to-day. Because we understand that there can be turnover at police departments within the administrative functions, we also provide training refresh to new staff at no additional cost to the department.

### Support

Benchmark Analytics provides customer support through a toll-free telephone number (1-888-40-BENCH) or via e-mail ([support@benchmarkanalytics.com](mailto:support@benchmarkanalytics.com)) and will be available Monday through Friday 6:00AM – 7:00PM (CST), excluding all federal holidays.

### Other Items

1. **Hosting Overview**

Benchmark Analytics provides a software-as-a-service solution (SaaS) application, which is hosted in a CJIS-compliant, commercially available cloud (currently Amazon Web Services GovCloud).

2. **Membership in Research Consortium**

Benchmark Analytics clients are eligible for inclusion in the Benchmark research consortium at no additional charge and is part of the standard agreement. The Consortium is chaired by the University of Chicago and includes academics, researchers and practitioners who are national experts in early intervention and police best practice. This membership includes on-going iteration and enhancements to the research models as well as access to best practices and knowledge transfer from the country's leading researchers and practitioners.

## Pricing

### GSA – 47QTCA20D00B9

The below table provides details on pricing. Pricing provided in this proposal shall be valid through February 28, 2022.

Description	Quantity	Unit Price	Total
Annual Software License <sup>1</sup>	1	\$40,000	\$40,000
Annual Integration Fees	1	Included	\$0
Project Management	1	Included – no additional charge.	\$0
Training Plan	1	Included – no additional charge.	\$0
Technical Support	1	Included – no additional charge.	\$0
<b>Total Annual Cost</b>		<b>\$40,000</b>	<b>\$40,000</b>

1. Pricing assumes a three-year contract with 2 one-year renewal options.
2. Benchmark reserves the right to increase the annual subscription price no more than 4.0 percent per year, over the term of the agreement.

## BENCHMARK ANALYTICS® SOFTWARE AS A SERVICE AGREEMENT

<b>Benchmark Solutions LLC DBA Benchmark Analytics LLC ("Benchmark")</b> 1801 West Warner Avenue Suite 301 Chicago, IL 60613 <a href="mailto:support@benchmarkanalytics.com">support@benchmarkanalytics.com</a> <a href="mailto:accounting@benchmarkanalytics.com">accounting@benchmarkanalytics.com</a>	<b>This Software as a Service Agreement "Agreement" is not valid until accepted and signed by an authorized representative of Benchmark in Chicago, Illinois.</b>  <b>Subscription Start Date: Upon Execution</b>
<b>Client Information</b>	
Client: Winnebago County Sheriff's Office Address: 650 W. State St., Rockford, IL	Contact: Rick Ciganek Title: Chief Deputy Telephone: 815-319-6000 Email: ciganekr@wscsco-il.us

**I. Subscription Fees:**

Client shall pay Benchmark annual subscription fees ("Fees"), inclusive of integrations noted in Section III below, in the amount of \$40,000.00 for year 1 of the Term. Fees are subject to an annual increase up to 4% in each subsequent year of the Term. Client shall pay Fees for year 1 of the Term within 30 days from the effective date set forth above (the "Effective Date") and shall pay Fees for each subsequent year of the Term on or before the subsequent anniversary of the Effective Date. The annual subscription fee is subject to sales and use taxes; taxes will be charged unless a tax exemption form is provided. All payments are subject to the Local Government Prompt Payment Act.

**II. Service Level Specifications:**

Other than scheduled downtime, Benchmark strives for a high level of system availability above 99%. ("Service Level Specifications"). Benchmark will use commercially reasonable efforts to conform to the Service Level Specifications when accessed and used in accordance with this Agreement. If in a calendar month the Service Level Specifications are not met Benchmark shall credit Client with one month of Fees, to be applied toward the following year's subscription. Benchmark shall be responsible only for failures to meet the Service Level Specifications due to conditions that are within Benchmark's reasonable control. In order to obtain a service credit, Client must notify Benchmark in writing of any problem. Client's sole and exclusive remedy and Benchmark's sole and exclusive obligation with respect to any breach of the Service Level Specifications is the credit set forth in this Article II.

**III. Additional Terms:**

1. **Access and Use.** Benchmark has developed a software application designed for its clients' personnel to enter, manage, track, report and analyze various law enforcement-related information and to perform other incidental and subsidiary functions, known as "Benchmark Analytics" (the "Services"). Subject to and conditioned on Client's payment of Fees and compliance with all other terms and conditions of this Agreement, Benchmark hereby grants Client a non-exclusive, non-transferable right to access and use the Services indicated below, during the Term, solely for use by Client's administrators, employees and other Client-authorized persons or entities ("Users") in accordance with the terms and conditions herein and any additional terms applicable to Users. Such use is limited to Client's internal use. Benchmark shall provide to Client the necessary passwords, security codes and network links or connections to allow Client to access the Services ("Access Credentials").
  - ☒ Benchmark Management System® (BMS)
    - ☒ Use of Force
    - ☒ Training – ☐ FTO only
    - ☒ Internal Affairs
    - ☒ Performance Evaluation
    - ☒ Officer Profile
    - ☒ Activity
    - ☒ Community Engagement
    - ☐ Trigger Based Early Warning
  - ☒ First Sign® Early Intervention System (35% of total license fee attributable to First Sign® if BMS and C.A.R.E. are selected)
  - ☒ Case Action Response Engine® (C.A.R.E.)
  - ☒ 1 Total Quantity of Integrations: \_\_\_\_\_
2. **Term.** The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until three (3) years from the Effective Date (the "Initial Term"), and will automatically renew for up to two (2) additional one (1) year terms (collectively the "Term").
3. **Restrictions.**
  - a. Client may only use the Services strictly in accordance with (1) all applicable laws, including without limitation, employment laws and data privacy and security laws, (2) the supporting materials ("User Materials") provided by Benchmark, and (3) any other restrictions and requirements set forth herein. Client agrees that while the Services and the reports generated for Client ("Client Reports") may be used by Client in employment-related matters, they are not designed to be, nor shall they be, utilized as the substantial or sole factor in any employment-related decisions and are only designed to provide information to Client. Benchmark shall not be responsible for Clients' or its Clients' employees' use of the Services or any Client Reports generated by the Service. All employment-related decisions of Client, including without limitation the termination or discipline of any employee of Client, and Client's use of the Services, is at the sole discretion and responsibility of Client, and Benchmark shall have no responsibility whatsoever for any such decisions. In no event shall Benchmark be required to monitor or supervise the use of the Services by Client or any authorized users and compliance with the terms of this Agreement by all authorized users shall at all times be and remain the Client's sole responsibility.
  - b. Client shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, permit any Users or any third-party to: (i) copy, modify, or create derivative works of the Services or User Materials, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or User Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or User Materials, misappropriates, or otherwise violates any intellectual property (IP) right or other right of any person, or that violates any applicable law; or (vi) use the Services or User Materials for the purpose of creating any competing or similar service or software.
4. **Intellectual Property.**
  - a. Benchmark acknowledges that, as between Benchmark and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or a User through the Services ("Client Data"). Client hereby grants to Benchmark (i) a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for Benchmark to provide the Services to Client; and (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use, prepare derivative works from, and display Client Data (a) to evaluate, enhance and improve the Services and future products and services (subject to the confidentiality obligations in Section 8); (b) for Research Purposes; and (c) to the extent incorporated within the Aggregated Statistics. "Research Purposes" means the use of Client Data for research, educational, evaluative or related purposes, provided that if such Client Data is disclosed to a third-party, it shall not directly identify any individual or agency and shall comply with applicable confidentiality obligations.
  - b. Client acknowledges that, as between Client and Benchmark, Benchmark and its licensors own all right, title, and interest, including all intellectual property rights, in and to the Services, all underlying software for the Services, the User Materials, and any and all intellectual property provided to Client or any User in connection with the

foregoing, including, without limitation, Aggregated Statistics and any information, data, or other content derived from Benchmark's monitoring of Client's access to or use of the Services ("Benchmark IP"). For the avoidance of doubt, Benchmark IP excludes Client Data.

5. **Aggregate Statistics.** Notwithstanding anything to the contrary in this Agreement, Benchmark may monitor Client's use of the Services and collect and compile data and information related to Client's use of the Services that is used by Benchmark in an aggregate and anonymized manner, including, but not limited to, compilation of statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between Benchmark and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Benchmark. Client acknowledges that Benchmark may compile Aggregated Statistics based on Client Data input into the Services; provided, that such Aggregated Statistics do not identify Client or Client's Confidential Information.
6. **Support Services.** Benchmark shall provide a customer support number for client. The customer support line may be accessed through a toll-free telephone number (1-888-40-BENCH) or via e-mail (support@benchmarkanalytics.com) and will be available Monday through Friday 8:00AM – 6:00PM (CST), excluding all federal holidays. In the event of a system wide outage, the client shall be provided with a 24-hour hotline for immediate response.
7. **Client's Obligations.**
  - a. Client is responsible and liable for all uses of the Services and User Materials resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall make all Users aware of this Agreement's provisions as applicable to such User's use of the Services, and shall cause Users to comply with all such provisions.
  - b. Client understands and agrees that (i) Client is responsible for obtaining and installing all software and/or hardware upgrade, fixes, or enhancements required by the applicable browser software; and (ii) that Benchmark is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited, to the Internet.
  - c. Client shall be responsible for: (i) securely administering the distribution and use of all Access Credentials and protection against any unauthorized access to or use of the Services; and (ii) controlling the content and use of Client Data, including the uploading or other provision of Client Data to or through the Services and the accuracy thereof. Client shall immediately notify Benchmark if Client becomes aware of any loss or theft or unauthorized use of any Access Credentials.
  - d. Client shall immediately notify Benchmark if it becomes aware that the Services, or Client's use of the Services, violates or potentially violates any applicable laws.
  - e. Client is solely responsible for maintaining the confidentiality of Client's user name(s) and password(s)
8. **Mutual Obligations.** "Confidential Information" means any information that includes the following: (a) for Benchmark, all information relating to its business affairs, products, technology (including, but not limited to, source code, research and/or analytics), confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information; and (b) for Client, the identities of its Users, records of interactions with the Users, and Client Data (including, but not limited to, information regarding Client's employees). Neither party shall disclose any Confidential Information of the other party to any person or entity, except to those of its employees or contractors who require access to it in order for the party to be able to perform its obligations under this Agreement, and who are bound by confidentiality obligations consistent with the terms of this Section, and except to the extent otherwise permitted by the licenses granted in Sections 5. The receiving party shall be responsible and liable for compliance with this Section by its employees and contractors. This Section does not apply to any information that (i) becomes generally publicly available other than as a result of improper disclosure by the receiving party; (ii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; (iii) becomes available on a non-confidential basis from a third-party that is not bound by confidentiality; or (iv) is known to the receiving party at the time of disclosure. To the extent required by any applicable law, regulation, or order of any court or governmental body, disclosure of Confidential Information is not a breach of this Agreement; provided, that the party required to disclose it (a) promptly, and prior to such disclosure, notifies the other party so that it can seek a protective order or other remedy, and (b) prior to any disclosure, asserts the confidential nature of the Confidential Information.
9. **Indemnification.** Benchmark shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Client resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third-party's valid U.S. patent or copyright, provided that Client promptly notifies Benchmark in writing of the claim, cooperates with Benchmark, and allows Benchmark sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Client agrees to permit Benchmark, at Benchmark's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Client to continue use. This Section will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, or technology not provided by Benchmark or authorized by Benchmark in writing; (ii) modifications to the Services not made by Benchmark; (iii) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Client by or on behalf of Benchmark; or (iv) Client Data or any other Client materials. THIS SECTION SETS FORTH CLIENT'S SOLE REMEDIES AND BENCHMARK'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.
10. **Limited Warranty; Disclaimer of Warranties.**
  - a. Benchmark warrants that the Services will substantially perform according to written functional specifications provided by Benchmark from time to time.
  - b. THE SERVICES AND BENCHMARK IP ARE PROVIDED "AS IS" AND BENCHMARK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BENCHMARK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS STATED IN SECTION 9, BENCHMARK MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES AND BENCHMARK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
11. **Limitation of Liability.** IN NO EVENT WILL BENCHMARK BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) DAMAGES OF ANY NATURE WHATSOEVER IN CONNECTION WITH, RELATED TO OR ARISING OUT OF ANY TERMINATION OR DISCIPLINE OF A CLIENT EMPLOYEE, OR ANY CLIENT EMPLOYMENT-RELATED MATTER, (c) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (d) LOSS OF GOODWILL OR REPUTATION; (e) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY CLIENT DATA, OR BREACH OF CLIENT DATA OR SYSTEM SECURITY; OR (f) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BENCHMARK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL BENCHMARK'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$250,000.
12. **Time to File Claims.** Illinois law shall govern on any action, regardless of form, arising out of or relating to this Agreement.
13. **Termination.**
  - a. In addition to any other express termination right set forth in this Agreement, this Agreement may be terminated as follows: by Benchmark, if Client is in breach of any payment obligation contained in this Agreement and fails to cure such breach within ninety (90) days written notice of such breach by Benchmark; or by either party, if the other party is in material breach of any other provision of this Agreement (other than Client's obligation to pay Fees), by written notice to the other party effective sixty (60) days after the receipt of such notice unless the other party cures such breach within the sixty (60) day. In addition, Benchmark may terminate this Agreement immediately upon notice to Client in the event Client breaches its obligations under Section 4 above. Upon expiration or earlier termination of this Agreement, (i) Client shall immediately discontinue use of the Benchmark IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the Benchmark IP; and (ii) Benchmark may immediately deactivate Client's account, and, after providing Client with ninety (90) days limited access to the Services for the sole purpose of permitting Client to retrieve Client Data, delete Client's account and bar any further access to such information and the Services. Client understands and agrees

that Benchmark is not liable to Client, its Users, or any third-party for any termination of Client's access to the Services or deletion of Client Data or any other data of any kind.

b. This Section 13, and Sections 3, 4, 5, 8, 9, 10, 11, 12, 13 and 15 through 22 of Article III will survive any termination or expiration of this Agreement.

14. **Public Disclosure.** Client grants to Benchmark the right to publicly disclose the fact that Client is using the Services of Benchmark.
15. **Severability.** Each paragraph and provision of this Agreement is severable from the entire Agreement, and, if one provision is declared invalid, the remaining provisions shall remain in effect and the invalid provision shall be reformed and amended to the extent needed to be valid.
16. **Force Majeure.** In no event shall Benchmark be liable to Client, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Benchmark's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
17. **Taxes.** Fees do not include any local or state sales, value added, use or other applicable excise taxes now in force or enacted in the future, any assessment of which shall be paid by Client. Without limiting the foregoing, Client shall promptly pay to Benchmark any amounts actually paid or required to be collected or paid by Benchmark pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority.
18. **Entire Agreement; Amendment; Waiver.** This Agreement supersedes all prior agreements and understandings between Client and Benchmark, including any representations, expressed or implied. Client acknowledges that this Agreement may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by an authorized representative of the party against who the same is sought to be enforced. The parties, each acting under proper authority, have signed this Agreement on the date indicated below. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
19. **Notices.** Any notices required or permitted under this Agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or by personal courier to the address set forth in this Agreement or any more recent address to which the sending party has been apprised.
20. **Relationship of the Parties.** Benchmark and Client are independent contractors. Neither party shall make any contracts, warranties, representations, or assume or create any other obligations, whether express or implied, in the other party's name or on its behalf.
21. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party; provided that Benchmark shall have the right to assign its rights and obligations hereunder to its parent, subsidiary, or affiliate or a successor (including any successor through merger, consolidation or any other form of acquisition resulting in a change of control of Benchmark) upon notice to Client. Any purported assignment of rights in violation of this Section is null and void.
22. **Third-party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person or entities other than Benchmark and Client.

BY SIGNING BELOW, EACH PARTY CERTIFIES THAT IT HAS READ AND AGREES WITH AND SHALL BE BOUND BY THE TERMS HEREOF.

Client:

Benchmark Solutions LLC DBA Benchmark Analytics LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ron Huberman

Title: \_\_\_\_\_

Title: CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_