

FINANCE COMMITTEE AGENDA

Called by: John Butitta, Chairman
Members: Jean Crosby, Joe Hoffman, Keith McDonald, Jaime Salgado, John F. Sweeney, Michael Thompson

DATE: THURSDAY, DECEMBER 7, 2023
TIME: IMMEDIATELY FOLLOWING THE OPERATIONS AND ADMINISTRATIVE COMMITTEE MEETING AT 5:30 PM
LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of November 16, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance 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.
- E. Juvenile Justice Needs Presentation (Debbie Jarvis)
- F. Resolution to Approve Payment of Stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools (Boone and Winnebago Counties)
- G. Resolution Authorizing Agreement between the County of Winnebago, Illinois, and the YMCA of Rock River Valley for the Project Safe Neighborhoods (PSN) Initiative
- H. Resolution Accepting Award and Authorizing Service Agreement for the Violent Crime Reduction in Illinois Communities (VCRIC) Program
- I. Ordinance for Approval of Budget Amendments for River Bluff Year End Adjustments
- J. Closed Session to Discuss Pending Litigation
- K. Resolution Authorizing Settlement of Pending Litigation (Vasilija Mitrovic v. Susan Goral, et al.)
- L. Other Matters
- M. Adjournment

**Winnebago County Board
Finance Committee Meeting**
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, November 16, 2023

Immediately following the Operations & Administrative Committee Meeting

Present:

John Butitta, **Chairperson**
Jaime Salgado, Vice Chairperson
Joe Hoffman
John F. Sweeney

Others Present:

Patrick Thompson, County Administrator
Steve Schultz, Chief Financial Officer
Lafakeria Vaughn, Civil Bureau Chief, State's Attorney's Office
Debbie Crozier, Director, Human Resources
Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives
Chris Dornbush, Director of Development Services
Charlotte LeClercq Hoss, Asst. Deputy State's Attorney Office
Carol Hartline, WilliamsMcCarthy, LLP

Absent:

Jean Crosby
Keith McDonald
Michael Thompson

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of October 12 and 19, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance 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 Chairman, please stand and state your name. Thank you.
- E. Ordinance for Approval of Budget Amendment for Year End Adjustments
- F. Ordinance for a Budget Amendment Illinois Law Enforcement Training Standards Board (ILETSB) Grant Award
- G. Resolution Approving Winnebago County Opioid Settlement Funding Allocation Policy
- H. Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutor's Program
- I. Closed Session to Discuss Pending Litigation
- J. Other Matters
- K. Adjournment

Call to Order

Chairperson Butitta called the meeting to order.

Roll Call

Chairperson Butitta yes, Mr. Hoffman yes, Mr. Salgado yes, Mr. Sweeney yes.

Approval of October 12 and 19, 2023 Minutes

Chairperson Butitta called for a motion to approve the October 12 and 19, 2023 Minutes.

Motion: Chairman Butitta. Second: Mr. Sweeney.

Motion passed by unanimous voice vote.

Public Comment

Chairperson Butitta omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution Approving Winnebago County Opioid Settlement Funding Allocation Policy

Motion: Chairperson Butitta. Second: Mr. Hoffman.

Chairperson Butitta called for any discussion.

- Discussion followed.

Motion passed by unanimous voice vote.

Ordinance for a Budget Amendment Illinois Law Enforcement Training Standards Board (ILETSB) Grant Award

Motion: Chairperson Butitta. Second: Mr. Salgado.

Chairperson Butitta called for any discussion.

- Discussion followed.

Motion passed by unanimous voice vote.

Ordinance for Approval of Budget Amendment for Year End Adjustments

Motion: Chairperson Butitta. Second: Mr. Hoffman.

Chairperson Butitta called for any discussion.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutor's Program

Motion: Chairperson Butitta. Second: Mr. Salgado.

Chairperson Butitta called for any discussion.

- Discussion followed.

Motion passed by unanimous voice vote.

Closed Session to Discuss Pending Litigation

Chairperson Butitta called for a motion to enter Closed Session.

Motion: Mr. Hoffman. Second: Mr. Salgado.

Motion passed by unanimous voice vote.

Roll Call: Chairperson Butitta yes, Mr. Sweeney yes, Mr. Hoffman yes, Mr. Salgado yes.

Chairperson Butitta – No action was taken in Closed Session.

Other Matters

- Resubmit the Resolution to Approve Payment of Stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools to be read in for consideration at the next Finance Committee meeting.

Adjournment

Chairperson Butitta called for a motion to adjourn.

Motion: Mr. Salgado. Second: Mr. Hoffman.

Motion to adjourn passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile

Administrative Assistant

Winnebago County Court Services



Adult Probation

Pretrial Services

Juvenile Detention

Juvenile Probation

Resource Intervention Center (RIC)



Juvenile Detention Center

- Built in 1992 as a 32 bed facility
- Expanded in 1995 to 48 bed facility
- Provides secure detention for youth ages 10 – 20.



Juvenile Detention Statistics

2020

- Intakes: 324 juveniles
- Length of Stay: 27 days
- Average Population: 23.6 youth

2021

- Intakes: 250 juveniles
- Length of Stay: 24 days
- Average Population: 18.1 youth

2022

- Intakes: 377 juveniles
- Length of Stay: 30 days
- Average Population: 33.5 youth

2023

- Intakes: 306 juveniles
- Length of Stay: 28 days
- Average Population: 36.7 youth
- As of 09/28/23

Juvenile Detention Staffing

- 2019
 - Full-time Staff 29
 - Part-time Staff 14

On 01/01/2022, the Administrative Office of Illinois Courts modified the hiring standards for part-time detention staff making it a requirement for all part-time staff to have the same qualifications as full-time staff – Bachelor's Degree

- 2023 – current staffing
 - Full-time Staff 32 (1 vacancy)
 - Part-time Staff 4

Operational Standards for Detention

Administration Office of Illinois Courts

- AOIC
- Annual Operational Review

Illinois Department of Juvenile Justice

- IDJJ
- Annual Audit

AOIC
Standard
5.1
Evidence
Based
Practices

Detention Centers' programming shall be evidence-informed and utilize evidence based practices.

Cognitive
Behavioral
Programming

Programming will focus on teaching prosocial behavior through core correctional practices such as positive reinforcement and skill building.

The Center shall maintain annual reviews of programming for fidelity and to ensure consistent delivery of their curriculum.

IDJJ
Section
2602.220

Programs designed to address the risk and needs of delinquent youth shall be provided to youth in custody either by staff or community providers.

Programs may include drug and alcohol treatment, group or individual counseling, social and life skills training and family interventions

Juvenile Detention Programming

- Freedom Behavioral Health 80-100 hours/month
- Rockford Reachout Jail Ministry 18 hours/month
- Youth for Christ 16 hours/month
- NYAP 16 hours/month
- Rosecrance 40 hours/month
- University of Illinois Extension 2 hours/month
- Winnebago County Health Department 2 hours/month
- RAASE 12 Hours/Quarterly
- Therapy Dogs 1 hour/month

Educational Services



- RPS 205
- 3 FTE Teachers, 1 Aid, 0.5 FTE Social Worker (not yet started)
- 5 hours/weekday

- 2 classrooms and Cafeteria
- Classroom size depends upon population count and juvenile needs
- Utilize laptops and Chromebook

Juvenile Probation Department

- Assessment Center
- Field Officers / School-based Officers
- Juvenile Redeploy
- Youth Recovery Court
- Juvenile Resource Intervention - Evidence Based Programming

Juvenile Assessment Center Day Reporting Center

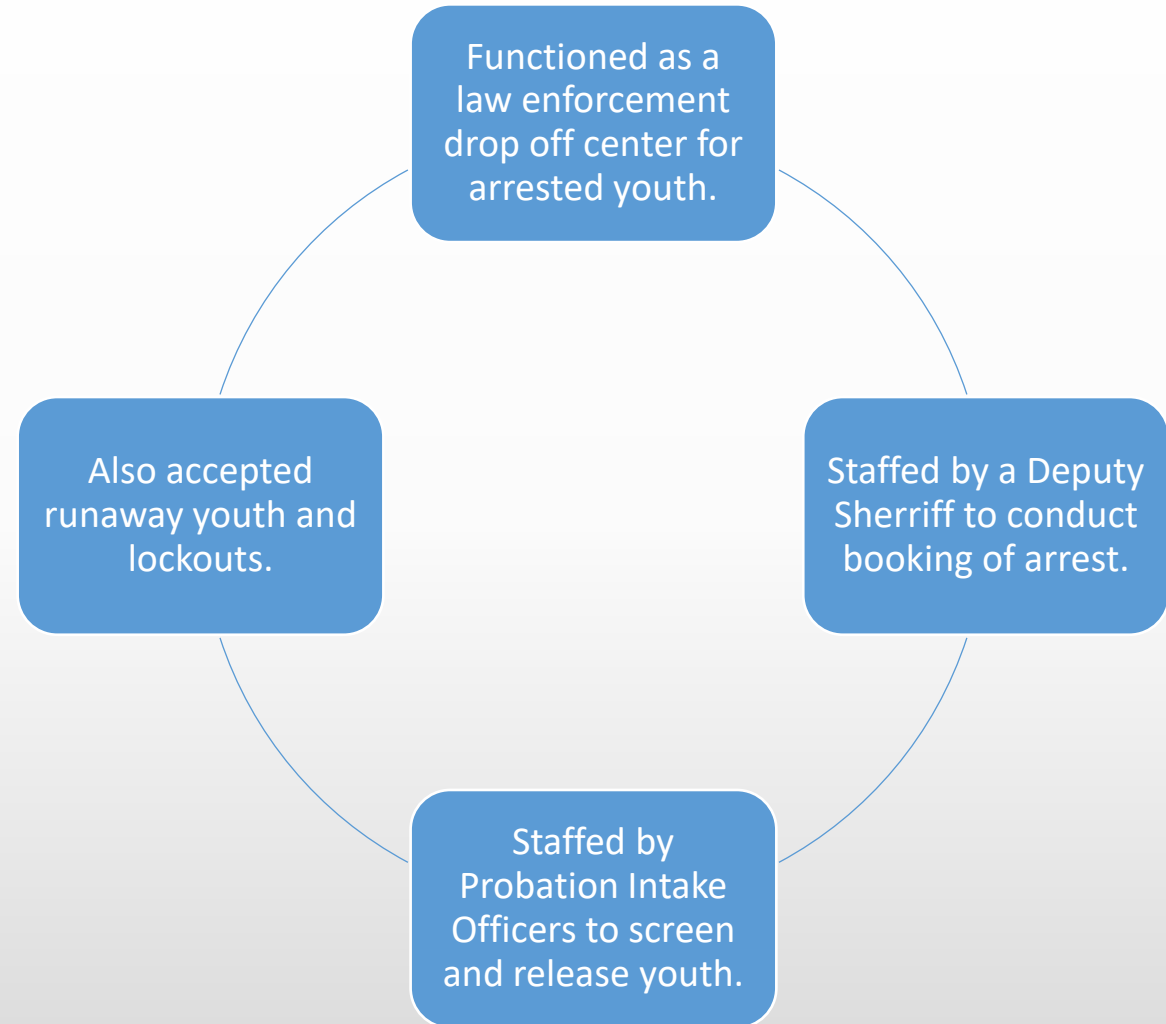
From 1997 to today, 2023



- In the late 1990's, Juvenile Arrests were occurring at a high rate.
~1500 kids on court ordered Probation and Supervision.
~100's of youth sent to the Illinois Department of Juvenile Justice annually.
- Something needed to give to help our delinquent population get the support they deserved.

The JAC

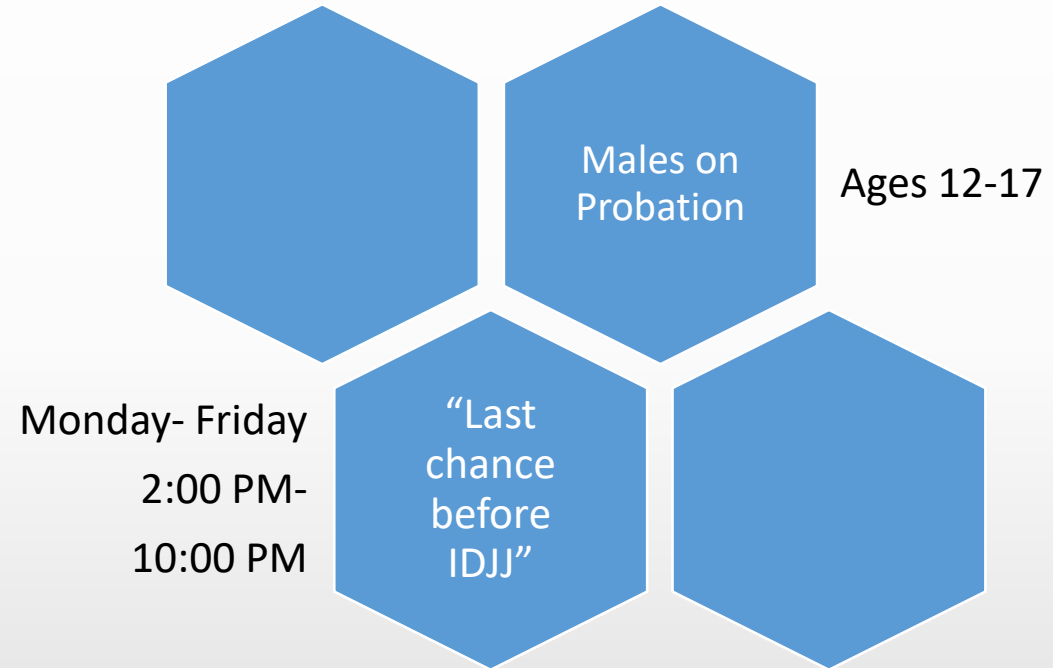
- Originally located directly behind the Juvenile Detention Center.
- Open 7 days a week.
- Monday- Friday: 8 AM-12 AM (midnight)
- Saturday-Sunday: 12 PM (noon)-12 AM (midnight)
- Opened in December, 1997



The Day Reporting Center

Staffed by 3 Juvenile Probation Officers

- Located in the Juvenile Assessment Center
 - Directly behind the Detention Center



DRC

Educational
support

Vocational
Programs

Rec time

Services

Behavioral &
Anger
Management

Mentoring
Services

Provided

Life Skills
Development

Character
building

Parent
Empowerment

Reductions were necessary

10-01-2014

Budget cuts
closed the
DRC
indefinitely

10-01-2015

Further cuts
removed
the Deputy
from the
JAC

2015-2016

JAC was
closed to
accepting
youth

DRC data and statistics

DRC

- Open from 1997-2014

Served

- 610 youth

Completed

- 315 graduated
- 52% success rate

The Juvenile Assessment Center re-opened in 2017

- In early 2017, security officers were added to the JAC to complete the booking and processing of arrested youth in our county.
- The center had moved to the Juvenile Justice Center and was fully functioning again but with reduced hours.
 - Monday – Friday 8:00 AM- 9:00 PM
- After hour arrests are handled by local law enforcement- no formal processing is completed at the time of arrest.
- All arrested youth are screened by Detention Staff via phone.

Current JAC Operations staffing levels

Two Probation Intake Officers

One In Home Confinement Officer

One Youth Navigator

One Juvenile Probation Supervisor

Detention Staff handles transport for detained youth

Juvenile Assessment Center numbers

To date

- 35,141 arrested youth have come through the JAC

2023

- 338 youth processed at JAC

Release

- 260 released to parents or guardians
- 78 detained in the Juvenile Detention Center

Detention Screens conducted “after hours”

JDC staff conduct phone screens when the JAC is closed

(9 PM- 8 AM during the week and over Weekends and Holidays)

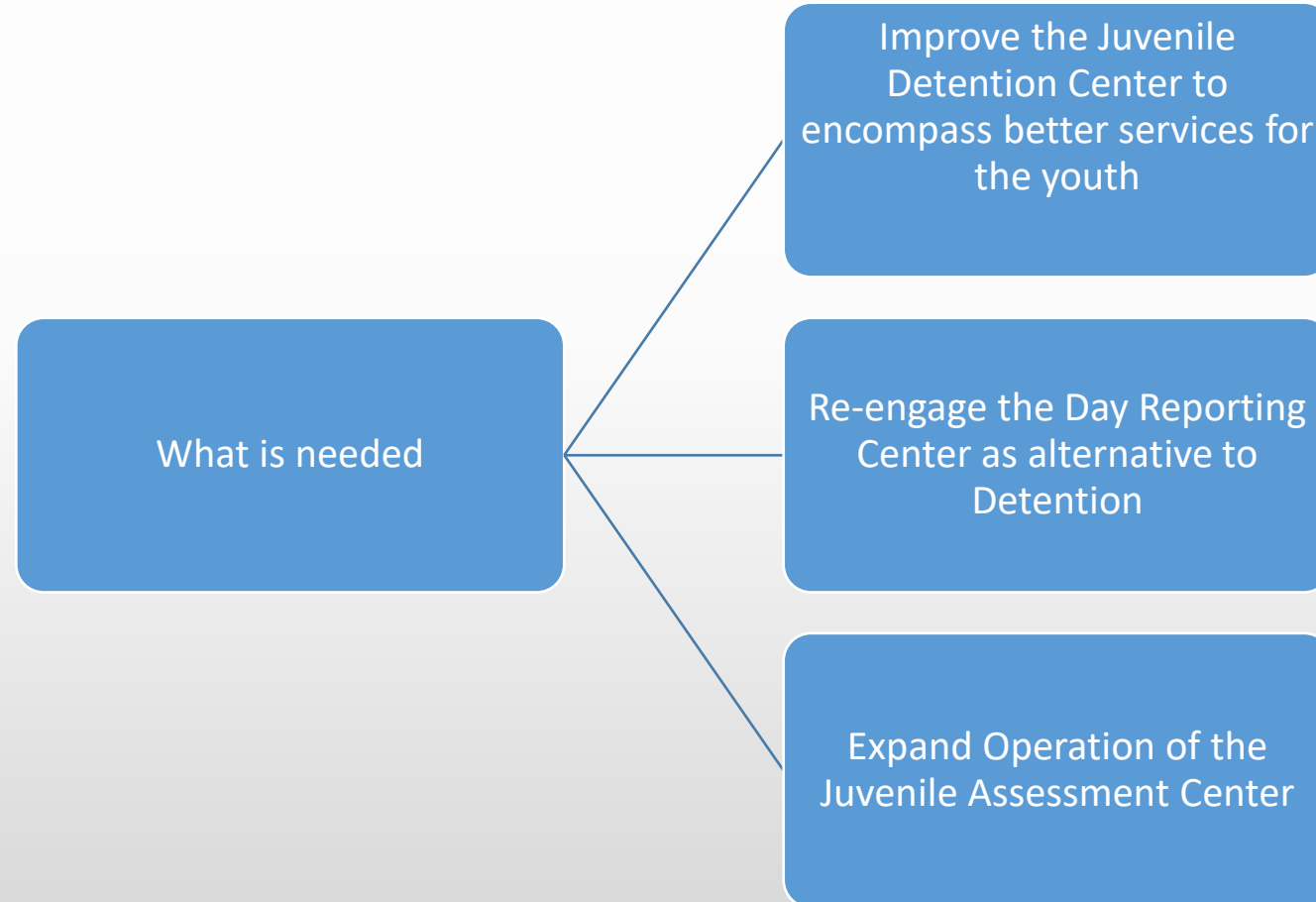
2023 (As of 09/30/23)

- 200 Detention Screens
 - 106 youth released
 - 94 youth detained

Total Detention Screens conducted (JAC & JDC):

- 538 youth screened
 - 366 released
 - 172 detained

To meet the current needs in Winnebago County



Juvenile Detention Center

Concerns:

- Freedom therapists have taken over A pod for office space – reducing bed space by 2
- Rosecrance services, including psychiatric services, are occurring in the gym
- Limited in evening programming due to lack of space
- 3rd classroom is in the cafeteria
- Virtual court being held in the Quiet Room
- Storage room converted to PREA office
- Visiting space is limited for attorneys, probation officers, IDJJ intake, YSN, etc. and visitors have to be turned away based upon space limitations
- U of I nursing staff have outgrown their outdated nursing area
- Holding cells no longer meet standards due to having no windows
- Bed and educational space if juvenile age is increased (additional information to follow)

Building Expansion at JDC campus

Complete a
Space Needs
Study

Expand the JDC
facility

Expand JAC
operation to 24
hours, 7 days a
week

Re-open the Day
Reporting Center

Vision of new Reporting Center: A different approach

- To serve moderate to high risk probationers
- Intervention to provide additional resources during supervision
- Transition resource once released from Juvenile Detention
- In collaboration with community providers

Staffing Needs

Day Reporting Center

- 2-3 Probation Officers
- 1 Supervisor
- Security Officer

Juvenile Assessment Center Expansion

- 3-4 additional Probation Officers
- 1 additional Supervisor
- Security Officer (if different location from DRC)

- Detention staff to assist with screening as needed

Additional Staffing Needs - JDC

Without Age Expansion

- 8 Additional Full-time Staff
- 1 Additional Supervisor

With Age Expansion (to 19)

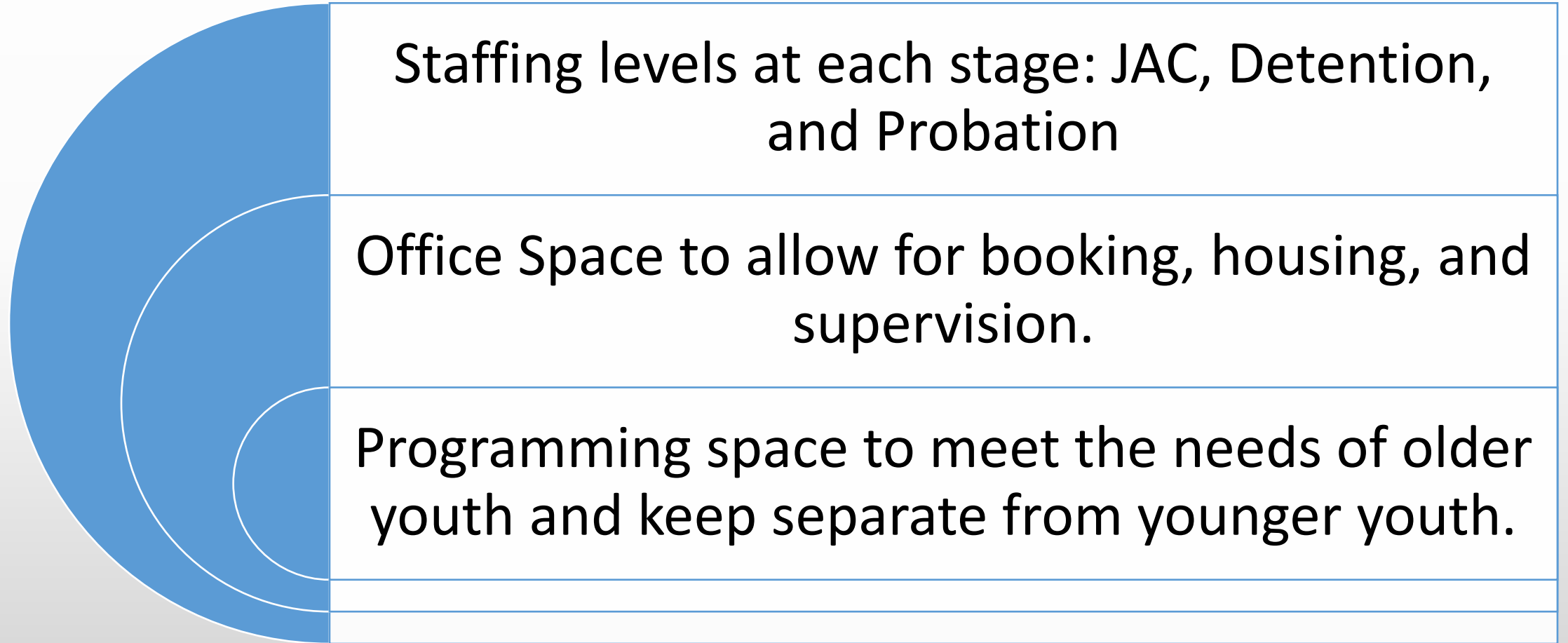
- 6 Additional Full-time Staff

Pending Legislation to increase Age of Minors to 19

To prepare for the impact on Juvenile Operations, we looked at those arrested 18-19 years from January 1, 2022 through September 1, 2023

- 344 individuals ages 18-19 were arrested
- 186 would have been lodged in the JDC based on charges alone
 - Time of booking
 - 0700-1500- 86 individuals
 - 1500-2300- 143 individuals
 - 2300-0700- 115 individuals

Potential Impact is great



Concern ahead

Statewide Detention Screen is under development

Anticipated to impact the number of youth detained

Questions?



Resolution Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: 12-7-2023
Resolution Title: Resolution to Approve Payment of Stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools (Boone and Winnebago Counties)
County Code: N\A
Board Meeting Date: 12-14-2023

Budget Information:

Was item budgeted? No	Appropriation Amount: Not Applicable
If not, explain funding source: Existing Budget	
ORG/OBJ/Project Code: Not Applicable	Budget Impact: None

Background Information: The County Board of the County of Winnebago, Illinois, desires to provide stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools (Boone and Winnebago Counties) in the total amounts of twenty-five thousand dollars (\$25,000.00) and fifteen thousand dollars (\$15,000.00), respectively. The Resolution shall be in full force and effect January 1, 2024.

Recommendation: Administration supports this resolution
Contract/Agreement: Not Applicable
Legal Review: State's Attorney's Office did review this proposal
Follow-Up: From Current FY24 Available Funds

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

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**RESOLUTION TO APPROVE PAYMENT OF STIPENDS TO THE REGIONAL
SUPERINTENDENT AND ASSISTANT REGIONAL SUPERINTENDENT OF
SCHOOLS (BOONE AND WINNEBAGO COUNTIES)**

WHEREAS, Section 3-2.5 of the School Code, [105 ILCS 5/3-2.5)] provides that “County boards may provide for additional compensation for the regional superintendent or the assistant regional superintendents, or for each of them, to be paid quarterly from the county treasury” (School Code); and

WHEREAS, both the Regional Superintendent and Assistant Superintendent (Boone and Winnebago Counties) have taken on additional duties and responsibilities within the Regional Office of Education (Boone and Winnebago Counties) and the Office shall have sufficient funding within its fiscal year 2024 budget for both stipends and future stipends shall be budgeted; and

WHEREAS, the stipends for the Regional Superintendent and Assistant Regional Superintendent of Schools shall be paid on a pro-rated quarterly basis; and

WHEREAS, the County Board of the County of Winnebago, Illinois, desires to provide the stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools (Boone and Winnebago Counties) in the total amounts of twenty-five thousand dollars (\$25,000.00) and fifteen thousand dollars (\$15,000.00), respectively.

THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that it approves payment of the stipends to the Regional Superintendent and Assistant Regional Superintendent of Schools (Boone and Winnebago Counties) in the total amounts of twenty-five thousand dollars (\$25,000.00) and fifteen thousand dollars (\$15,000.00) respectively, which shall be paid on a pro-rated quarterly basis, and any future stipends shall be budgeted.

BE IT FURTHER RESOLVED, that the Resolution shall be in full force and effect January 1st, 2024.

BE IT FURTHER RESOLVED, that the Clerk of the County Board shall prepare and deliver certified copies of this Resolution to the Winnebago County Finance Department and the Regional Superintendent of Schools (Boone and Winnebago Counties).

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Finance Committee
Committee Date: December 7, 2023
Resolution Title: Resolution Authorizing Agreement between the County of Winnebago, Illinois, and the YMCA of Rock River Valley for the Project Safe Neighborhoods (PSN) Initiative
County Code: Not applicable
Board Meeting Date: December 14, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$132,171.00
If not, explain funding source: N/A	
ORG/OBJ/Project Code: N/A	Budget Impact: N/A

Background Information: The County of Winnebago, Illinois is the Fiscal Agency for the United States Department of Justice, Northern District of Illinois Project Safe Neighborhoods (PSN) initiative. Sub-award Agreements are pre-selected by the Project Safe Neighborhoods Task Force with final approval by the Department of Justice. The Family Peace Center has terminated their agreement and worked with the County to transfer to an appropriate sub-recipient. The YMCA of Rock River Valley has agreed to oversee the implementation and continuation of the Camp Hope and Pathways to Hope projects. Prevention efforts will be targeted towards youth ages 7-17 who have been victims of, and witnesses to, domestic and sexual violence.

Recommendation: I recommend awarding the following sub-agreement, pending final DOJ approval:

1) Sub-award Agreement with the YMCA of Rock River Valley \$132,171

Contract/Agreement: See attached.

Legal Review: The State's Attorney's Office has reviewed the sub-award agreement.

Follow-Up: Not Applicable

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

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2023 CR

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF WINNEBAGO,
ILLINOIS, AND THE YMCA OF ROCK RIVER VALLEY FOR THE PROJECT SAFE NEIGHBORHOODS
(PSN) INITIATIVE**

WHEREAS, the County of Winnebago's Chairman's Office of Criminal Justice Initiatives has partnered with the U.S. Department of Justice to act as Fiscal Agency to implement Project Safe Neighborhoods Initiative; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the sub-award agreement, Resolution Exhibit A, and recommends executing a sub-award agreement between the County of Winnebago, Illinois and the YMCA of Rock River Valley; and

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

61400-43190-PS224

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, Illinois, an Agreement with the YMCA OF ROCK RIVER VALLEY in the amount of one hundred thirty-two thousand one hundred seventy-one dollars (\$132,171.00).

BE IT FURTHER RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to execute the aforementioned Agreement, in substantially the same form as the Agreement attached hereto as Resolution Exhibit A.

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the County Administrator, the Chairman's Office of Criminal Justice Initiatives, the Chief Financial Officer, and the County Treasurer.

Respectfully Submitted,

FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



GRANT SUMMARY WORKSHEET

Prepared By:	Marlana Dokken
Committee:	Finance Committee
Committee Date:	12/07/23
Resolution Title:	Resolution Authorizing Agreement between the County of Winnebago, Illinois, and the YMCA of Rock River Valley
Board Meeting Date:	12/14/23

All new grant awards must be approved through their respective Committees prior to presenting for Board approval. Those requiring a budget modification must also be approved by the Finance Committee. To provide the County Board with the information needed for compliance requirements, please provide a complete Committee and Board packet that includes this form, the Executive Summary, Resolution, and Award.

Funding Information:

Grant Period of Performance: 01/01/24 – 12/31/24	
Is match required?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, did you work with Accounting to determine match allocation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are Indirect Costs Allowable under the award?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, is the 10% de minimus Indirect Cost rate included in the budget?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
<i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$25,000 of each subaward.</i>	
- If no, please explain:	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	
	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, please explain:	
How many sub-awards are included in this award?	
- Do subawards/contracts contain Indirect Costs?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract: 10%, \$12,016.00	



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
Organization (“GRANTOR”) Name: Winnebago County Address: 404 Elm Street Rockford, IL 61101	Organization (“SUBRECIPIENT”) Name: YMCA of Rock River Valley Address: 200 Y Blvd. Rockford, IL 61107 EIN No.: 36-2174838 UEI: KYS5MEMF2BQ1 SAM Cage Code: 4J6P6 SAM CCR Expiration Date: 05/2025
Fund Information	
Award Type: Federal	
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFSA No.: n/a	
CFDA No. and Title (if Federal): 16.609; Project Safe Neighborhoods	
Federal Award ID No. (FAIN, if Federal): O-BJA-2022-171346	
Federal Award Date: 09/28/2022	
Amount Obligated by this Action: \$455,331.00	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Project Information	
Sub award Period of Performance: 01/01/2024 – 12/31/2024	Total Maximum Amount Funded Under this Sub award Agreement: \$132,171.00
Indirect Cost Rate:	
Is Award R & D: No	
Description Title of Project: Project Safe Neighborhoods, Federal Fiscal Year 2022	

**AGREEMENT WITH YMCA OF ROCK RIVER VALLEY
FOR PROJECT SAFE NEIGHBORHOODS FISCAL YEAR 2022**

This AGREEMENT (hereinafter “Agreement”) is entered into this ___ day of _____ 2024, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter “Grantor”) and the YMCA of Rock River Valley (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 selected to act as Fiscal Agency by the Project Safe Neighborhood (PSN) Task Force of the United States Attorney’s Office of the Northern District of Illinois and awarded funds through the United States Department of Justice; and

WHEREAS, the YMCA of Rock River Valley has been selected by the PSN Task Force of the United States Attorney's Office Northern District of Illinois as recipient of Federal Fiscal Year 2022 Project Safe Neighborhoods funds; and

WHEREAS, YMCA of Rock River Valley agrees to implement Project Safe Neighborhoods, Federal Fiscal Year 2022, 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 PROJECT SAFE NEIGHBORHOODS FFY 2022.

- A. Implement one or more effective strategies to prevent, respond to, and reduce violent crime.
- B. Support the specific activities and resource requirements of the PSN team with the goal of implementing the district's PSN strategy in collaboration with all relevant partners and stakeholders.

SECTION 2. ALLOCATION OF COST.

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$132,171.00 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 Fiscal Agency, managing all fiscal matters on behalf of the PSN team and sub award recipients, including, but not limited to:
 - 1) Drawing down federal funds, as needed.
 - 2) Payments to each contractor or Sub recipient.
 - 3) Submitting Grant Adjustment Notices (GANs).
 - 4) Ensuring timely submission of reports.

5) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.

B. YMCA of Rock River Valley 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 – Performance Measures / Reporting
- 4) Exhibit C – Deliverables / Milestones
- 5) Exhibit D – Contacts
- 6) Exhibit E - Budget Detail Worksheet/Narrative
- 7) Exhibit F – Terms, Conditions, and Representations
- 8) Exhibit G – 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 January 1, 2024 and remain in place for 12 (twelve) months, or unless otherwise terminated as provided in Section 6. The term may be extended by mutual agreement of the parties in writing; however, it shall not extend beyond September 30, 2025.

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. The Winnebago County Board Chairman is authorized, on behalf of the County Board to execute the renewal, continuation, or modification of this grant award, without further County Board action.

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 YMCA OF ROCK RIVER VALLEY:

YMCA of Rock River Valley
Attn: Rachel Latham, Vice President of Youth Development
200 Y Blvd
Rockford, IL 61107

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 17th 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.

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: _____

YMCA OF ROCK RIVER VALLEY

Date: _____

ATTEST:

Date: _____

EXHIBIT A
SCOPE OF WORK STATEMENT

YMCA of Rock River Valley (“Sub recipient”), in accordance with its Agreement with Winnebago County (“Grantor”), shall perform the work (“Work”) which is laid out in the Scope of Work approved by the project Safe Neighborhoods Task Force and the fiscal agency.

1. Provide summary of project. Include geographic areas served and target population.

This application requests funding for the implementation and continuation of the Camp HOPE and Pathways to HOPE project in Rockford, Illinois. The Camp HOPE project will utilize trauma-informed, evidence-based strategies and practices to identify youth experiencing trauma from domestic and sexual violence and interrupt that trauma so that youth do not become involved in the criminal justice system.

Established by Alliance for HOPE International, Camp HOPE America is an organization that partners with Family Justice Centers and community-based agencies to develop pathways of hope for kids across the country who have been impacted by family violence. Camp HOPE provides a week-long summer camp experience to youth ages 7-17 who have been victims and/or witnesses to domestic and/or sexual violence. Leading up to and following the Camp HOPE experience, each youth participant is eligible to participate in a year-round mentoring program called Pathways to HOPE. Pathways to HOPE compliments Camp HOPE’s week-long summer program and allows youth to build trust and community by participating in group activities regularly throughout the year alongside adult mentors. Camp HOPE and Pathways to HOPE work to reduce the impacts of trauma on youth with domestic and/or sexual violence in their background and strives to change the destinies of children that would otherwise lead to lives of violence, incarceration, substance abuse, and other dysfunctions. These are the very things that Project Safe Neighborhoods seeks to prevent.

Youth identified as being in a PSN Top 25 homes will be prioritized for services via referrals from the Rockford Police Department.

2. Provide description of project and activities to be supported or delivered by PSN funds and how it will lead to a reduction in violent crime. *Please be specific.*

The Camp Hope Project Manager will be tasked with ensuring the success of Camp HOPE and its extended yearlong mentoring counterpart, Pathways to HOPE. The Manager will lead all outreach efforts, administer a screening process to all youth referred to Camp HOPE, make determinations on youth’s suitability for programming, organize and launch Camp HOPE, ensure transportation supports are in place, provide training to staff who will be on-site for the duration of Camp HOPE, remaining on-site for the entirety of Camp HOPE, facilitate monthly activities for Pathways to HOPE, attend required Camp HOPE America meetings and trainings, grant reporting, and additional duties as required by Camp HOPE America.

Camp HOPE America is the first evidence-based camping and mentoring program in the United States to focus on youth exposed to domestic and sexual violence. Camp HOPE utilizes a values-based “Challenge by Choice” program for children exposed to domestic and/or sexual violence with a focus on praising children for observed and developing character traits through the course of the week-long camp curriculum. In a Challenge by Choice environment, youth are encouraged to try new things. Youth determine when they are in their 1) Comfort Zone, 2) Challenge Zone, and 3) Panic Zone and then

respond accordingly. Goals look different for each youth due to varying levels of fear, adventurousness, and ability. Regardless of whether the goal is met or unmet, campers are praised for who they are and who they are becoming by challenging themselves. Campers also learn about real people, not too much older than they are, who have overcome adversity, abuse, and other real-life challenges to show them that they are not alone and that their past does not define their future. Camp HOPE America's curriculum is strengths and character-based and is applicable for youth from varying backgrounds, allowing for a wide range of activities to occur. The Camp Hope Project Manager will be responsible for ensuring the fidelity of the Camp HOPE America curriculum and will receive Technical Assistance from Camp HOPE America.

The Camp Hope Project Manager will be responsible for the enrollment of youth into Camp HOPE and Pathways to HOPE. Enrollment is contingent upon successful completion of the screening process. The subrecipient's partner agencies, consisting of members of the Mayor's Office of Domestic and Community Violence Prevention Task Force, Rockford Family Peace Center, and CASA will serve as the primary referral sources to the Camp Hope Project Manager. Upon receiving referrals, the Camp Hope Project Manager will administer a screening tool to determine if the youth is eligible for programming based on factors that include where the child is at in processing their trauma, the child's desire to attend/participate, and the caregiver dynamics of the child. This screening process was developed by Camp HOPE America and is used with Camp HOPE sites across the United States.

The Camp Hope Project Manager will be responsible for administering three rounds of Hope Scale Surveys to participants. As a psychological strength, hope is a protective resource that can help children cope with the stress and adversity associated with domestic violence. The first survey is administered roughly 30 days before camp, the second survey is administered on the last day of camp, and the third survey is administered 30 days after camp concludes. Children with high hope scores are more optimistic about their future, have stronger problem-solving skills, and develop more life goals. Hopeful children are less likely to have behavior problems or experience psychological distress. Additional assessments to be utilized by the Camp Hope Project Manager include Hello Insight's Social & Emotional Learning evaluation to assess the social and emotional learning growth and development of skills youth need to thrive, manage themselves and engage in the world, build and maintain relationships, and how they treat challenges as experiences. Youth with stronger social and emotional learning skills are more likely to experience better mental health and social function and report a greater sense of well-being. The utilization of these evidence-based, trauma-informed screening tools allows for continuous evaluation to minimize trauma based on real-time responses from participants.

Upon completion of Camp HOPE, the Project Manager will be responsible for organizing and holding a Camp HOPE reunion approximately 30 days after camp. The 30-day post-camp survey will be administered at this event.

Pathways to HOPE aims to mitigate the impacts of trauma on youth with domestic and/or sexual violence in their background through holistic healing via year-round mentorship programming. During Pathways, youth select and participate in activities with an Affinity Group. These activities help youth focus on achieving goals for their lives and exposes them to knowledge and experiences associated with Science, Technology, Engineering, Arts, and Math (STEAM). In addition to utilizing STEAM activities, the Project Manager will deploy activities throughout the duration of Pathways to HOPE that include relationship building, self-esteem building, providing structure and purpose, self-regulation, tools to identify stress, and teaching problem-solving and critical thinking skills. These activities and skills are crucial for the healthy development of the child and increase the protective factors of the child.

Throughout the duration of Camp HOPE and Pathways to HOPE, the Project Manager will serve as the lead mentor for youth engaged in programming. Mentors are a key component of the Camp HOPE America curriculum. Having consistent, caring individuals in a child's life creates opportunities for growth, trust, and examples of healthy relationships. According to Camp HOPE America, youth with a mentor are 55 percent more likely to enroll in college, 130 percent more likely to hold leadership positions, 78 percent more likely to volunteer regularly, and 90 percent of mentees later become interested in being a mentor for others. Thus, significantly reducing the likelihood that youth will engage in violent and/or criminal behavior.

3. If funds will be used to cover staff, describe staffing plan.

This application requests funds to hire a full-time Camp Hope Project Manager. After the Project Manager is hired, they will work 12 months of the second year of the grant term (January 2024 through December 2024) In total, the Project Manager will work for approximately 12 months of the anticipated 24-month award. The Camp Hope Project Manager will be housed at YMCA Camp Winnebago when not engaged with off-site activities that relate to Camp HOPE and Pathways to HOPE. The Camp Hope Project Manager will dedicate 100 percent of their time to this project and will be supervised by the YMCA's Vice President of Youth Development or her designee.

Additional staff are requested including two Pathways Support Team Members who will assist the Camp Hope Project Manager in deploying Pathways activities and ensuring appropriate staff-to-youth ratios. Pathways Support Team Members will serve as additional and consistent mentors for participants. Pathways Support Team Members are anticipated to spend 25 hours per month supporting the Pathways program. The YMCA also seeks to hire three bus drivers to support Camp HOPE and Pathways to HOPE participants. Two (2) of these drivers will be dedicated to transporting youth to and from Camp HOPE and are anticipated to work 6 hours each during the 12-month period. The third bus driver will be dedicated to providing transportation to and from Pathways activities to reduce the barrier for parents/caregivers. This driver is expected to work a total of 44 hours over the 12-month period. Lastly, four Camp HOPE Counselors will be available to support the Camp Hope Project Manager during Camp HOPE. These counselors will assist in leading group activities, ensure appropriate staff-to-youth ratios, and serve as mentors during Camp HOPE.

Pathways Support Team Members, Pathways and Camp HOPE Bus Drivers, and Camp HOPE Counselors will report to the Camp Hope Project Manager.

4. Describe partnerships and how you work together to accomplish goals.

There are multiple avenues in which the Camp Hope Project Manager will utilize established partnerships to assist in the accomplishment of the goals of the project. The Family Peace Center will serve as one of the referral sources to the Camp Hope Project Manager. The Camp Hope Project Manager will also regularly update the Family Peace Center and the Mayor's Office of Domestic and Community Violence on the progress of Camp HOPE and Pathways to HOPE. The collaboration between the YMCA of Rock River Valley, the Family Peace Center, and the Mayor's Office of Domestic and Community Violence Prevention epitomizes a united front in enhancing support structures for the youth in this program. Each organization reflects a shared commitment to fostering resilience and development among the youth and families in our community.

The collaborative partnership between the YMCA of Rock River Valley, Family Peace Center, and the Mayor's Office of Domestic and Community Violence Prevention unites representation from an array

of esteemed entities including Winnebago County CASA, Rockford Sexual Assault Counseling, Youth Services Network, City of Rockford Health and Human Services, law enforcement, and many others. In this unified endeavor, partner agencies from the Mayor's Office of Domestic and Community Violence Prevention Task Force contribute their unique perspectives and resources, serving as pivotal referral sources to the Project Manager. The interweaving of efforts between the YMCA, Family Peace Center, and Mayor's Office of Domestic and Community Violence Prevention enriches the execution and outreach of the initiative, ensuring a more cohesive and extensive impact in addressing the needs of the youth in this program.

Additional partnerships include the Mayor's Office of Domestic and Community Violence Prevention's Grassroots Coalition and Educators Team. The Grassroots Coalition is a strategy deployed by the Mayor's Office of Domestic and Community Violence Prevention to ensure that work produced by the Office and its various committees is informed and applicable to our community. Members of the Grassroots Coalition work directly with parents and youth and may serve as a referral source to the Camp Hope Project Manager. The Educators Team is a multi-disciplinary team of educators, education professionals, and youth service providers that work to develop training and assistance for educators to identify and respond to children in crisis from domestic and sexual violence. The Educators Team holds an annual two-day conference to teach community educators and service providers how to identify youth in crisis, how to respond, and how to implement best practices within their interactions with youth.

5. The PSN Task Force must use 30 percent of PSN funding to support the activities of gang task forces. Describe how your proposed project/activities assists in the reduction of gang activity.

The Camp HOPE America model is not exclusive to the reduction of gang activity. However, through prevention activities designed to build protective factors, Camp HOPE America's curriculum strives to change the destinies of children who have been victims and/or witnesses of violence that would otherwise lead them to lives of violence, incarceration, substance abuse, and other dysfunctions.

6. If applicable, describe public awareness activities under this program.

The YMCA stands as one primary way to raise public awareness through written press releases, social media communications, and media interviews. Other community awareness efforts include community forums and focus groups through neighborhood associations, in-service trainings for youth-focused organizations and volunteers, and the community at large. Coordinated communications are also fostered through the collaboration with the Mayor's Office of Domestic and Community Violence Prevention Task Force, Family Peace Center, and Winnebago County CASA.

EXHIBIT B
PERFORMANCE MEASURES/STANDARDS

<u>Overall goal:</u> Reduce the impacts of trauma on youth (ages 7-17) with domestic and/or sexual violence in their background through prevention education programming, holistic programming, and group mentorship.		
<u>Process Objectives</u>	<u>Performance Measures</u>	<u>Projected</u> 01/01/2024-12/31/2024
Receive 40 referrals from partner agencies	# referrals received	40
Engage in 14 public awareness activities	# public awareness activities	14
Reach 100 persons through public awareness activities	# persons reached	100
Enroll 50 youth in Camp HOPE	# youth enrolled in Camp Hope	50
Enroll 4 youth from Top 25 homes in Camp Hope	# youth whose families consent to services and are eligible for camp	4
Enroll 40 youth in Pathways to HOPE	# of youth enrolled in Pathways to HOPE	40
<u>Outcome Objectives</u>	<u>Performance Measures</u>	<u>Projected</u> 01/01/2024-12/31/2024
50 youth will complete pre-camp Hope Scale Survey	# pre-camp Hope Scale Surveys completed	50
50 youth will complete post-camp Hope Scale Survey	# post-camp Hope Scale Surveys completed	50
45 youth will complete 30-day post-camp Hope Scale Survey	# 30-day post-camp Hope Scale Surveys completed	45
50 youth will complete pre-camp Resiliency Assessment	# pre-camp Resiliency Assessments completed	50
50 youth will complete post-camp Resiliency Assessment	# post-camp Resiliency Assessments completed	50
40 youth will increase HOPE score by 5 points from the pre-camp survey to the post-camp survey	# of participant HOPE scores increased by 5 points	40
40 youth will increase their Resiliency score by 5 points from the pre-camp survey to the post-camp survey	# participant Resiliency scores increased by 5 points	40
90% of youth will complete Camp HOPE	% youth successfully completing Camp HOPE	45
80% of youth will attend monthly Pathways to HOPE meetings	% equals # of youth enrolled, # of meetings attended during the program period	40

**EXHIBIT C
DELIVERABLES OR MILESTONES**

Task	Staff Position or Person Responsible	Date Due
Onboard Camp Hope Project Manager	VP of Youth Development or designee	January 2024
Campsite agreement executed	Camp Hope Project Manager	May 2024
Screen all youth referred to Camp HOPE	Camp Hope Project Manager	Ongoing
Select dates for Camp HOPE in 2024	Camp Hope Project Manager	April 2024
Create a schedule of activities for Pathways to HOPE	Camp Hope Project Manager	Ongoing
Launch monthly Pathways to HOPE mentoring groups	Camp Hope Project Manager	February 2024
Attend Annual International Family Justice Center Conference	Camp Hope Project Manager	April 2024
Submit monthly invoices	Camp Hope Project Manager	Ongoing
Submit quarterly Periodic Financial Report	Camp Hope Project Manager	Ongoing
Submit quarterly data report	Camp Hope Project Manager	January 15 April 15 July 15 October 15
Complete all fiscal and programmatic closeout materials	Camp Hope Project Manager	01/15/25

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

Scope Revisions: Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

**EXHIBIT D
CONTACTS**

Winnebago County Contacts	Sub recipient Contacts
<p><u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101</p> <p>Telephone: (815) 319-4059 Email: mdokken@admin.wincoil.gov</p>	<p><u>Administrative Contact (Reports)</u> Name: Rachel Latham Title: Vice President of Youth Dev. Address: 5804 N. Main St. Rockford, IL 61103</p> <p>Telephone: 815.489.3374 Email: rlatham@rockriverymca.org</p>
<p><u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101</p> <p>Telephone: (779) 707-0906 Email: pthompson@admin.wincoil.gov</p>	<p><u>Program Contact</u> Name: TBD Title: Camp Hope Project Manager Address: 5804 N. Main St. Rockford, IL 61103</p> <p>Telephone: TBD Email: TBD</p>
<p><u>Invoices and Reports Sent to:</u> Name: Christina Washington Title: Grants Compliance Specialist Address: 404 Elm Street Rockford, IL 61101</p> <p>Telephone: (815) 319-4059 Email: cwashington@admin.wincoil.gov</p>	<p><u>Payments Sent to:</u> Name: Emmet Dingle Title: Finance Department Address: 200 Y Blvd Rockford, IL 61107</p> <p>Telephone: 779.500.0802 Email: edingle@rockriverymca.org</p>

EXHIBIT E BUDGET and BUDGET NARRATIVE

A. Personnel								
Name <small>List each name, if known.</small>	Position <small>List each position, if known.</small>	Computation <small>Show annual salary rate & amount of time devoted to the project for each name/position.</small>						
Add Personnel	Delete Selected	<i>Salary</i>	<i>Rate</i>	<i>Time Worked</i> <small>(# of hours, days, months, years)</small>	<i>Percentage of Time</i>	<i>Total Cost</i>	<i>Non-Federal Contribut</i>	<i>Federal Request</i>
TBD	Camp HOPE Counselor	\$1,200.00	weekly	1	100%	\$1,200		\$1,200
TBD	Camp HOPE Counselor	\$1,200.00	weekly	1	100%	\$1,200		\$1,200
TBD	Camp HOPE Counselor	\$1,200.00	weekly	1	100%	\$1,200		\$1,200
TBD	Camp HOPE Counselor	\$1,200.00	weekly	1	100%	\$1,200		\$1,200
TBD	Pathways Bus Driver	\$15.00	hourly	44	100%	\$660		\$660
TBD	Camp Hope Bus Driver	\$15.00	hourly	6	100%	\$90		\$90
TBD	Camp Hope Bus Driver	\$15.00	hourly	6	100%	\$90		\$90
TBD	Pathways Support Team Member	\$15.00	hourly	300	100%	\$4,500		\$4,500
TBD	Pathways Support Team Member	\$15.00	hourly	300	100%	\$4,500		\$4,500
TBD	Camp Hope Project Manager	\$961.53	weekly	52	100%	\$50,000		\$50,000
Totals!						\$64,640	\$0	\$64,640
Narrative		<small>Add Additional Narrative Text Area</small>						
<p>Four (4) Camp Hope Counselors will be paid a flat fee of \$1,200 each for work during Camp Hope.</p> <p>One (1) Pathways Bus Driver will be paid \$15 per hour to provide transportation to Pathways participants and is anticipated to spend 44 hours providing transportation over 12 months (\$15 per hour x 44 hours = \$660).</p> <p>Two (2) Camp Hope Bus Drivers will be paid \$15 per hour and will devote an estimated 6 hours of time transporting campers (\$15 per hour x 6 hours = \$90 per driver).</p> <p>Two (2) Pathways Support Team Members will be paid \$15 an hour and will devote 25 hours per month to project activities (25 hours x 12 months = 300 hours, \$15 per hour x 300 hours = \$4,500 per Pathways Support Team Member).</p> <p>One (1) Camp Hope Project Manager will be paid \$961.53 weekly and will work 100% of their time on grant-related activities over 12 months (\$961.53 x 52 weeks = \$50,000).</p>								

B. Fringe Benefits						
Name		Computation				
<i>List each grant-supported position receiving fringe benefits.</i>		<i>Show the basis for computation.</i>				
<input type="button" value="Add Benefit"/>	<input type="button" value="Delete Selected"/>	<i>Base</i>	<i>Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
FICA (Camp HOPE Counselor)		\$1,200.00	7.65%	\$92		\$92
FICA (Camp HOPE Counselor)		\$1,200.00	7.65%	\$92		\$92
FICA (Camp HOPE Counselor)		\$1,200.00	7.65%	\$92		\$92
FICA (Camp HOPE Counselor)		\$1,200.00	7.65%	\$92		\$92
FICA (Bus Driver-Pathways)		\$660.00	7.65%	\$51		\$51
FICA (Bus Driver)		\$90.00	7.65%	\$7		\$7
FICA (Bus Driver)		\$90.00	7.65%	\$7		\$7
FICA (Pathways Support Team Member)		\$4,500.00	7.65%	\$345		\$345
FICA (Pathways Support Team Member)		\$4,500.00	7.65%	\$345		\$345
Health Insurance		\$50,000.00	13.60%	\$6,800		\$6,800
FICA		\$50,000.00	7.65%	\$3,825		\$3,825
Totals				\$11,748	\$0	\$11,748
Narrative		<input type="button" value="Add Additional Narrative Text"/>				
<p>FICA for four (4) Camp Hope Counselors is base x 7.65% = \$92 per Counselor.</p> <p>FICA for one (1) Pathways Bus Driver is base x 7.65% = \$51.</p> <p>FICA for (2) Camp Hope Bus Drivers is base x 7.65% = \$7 per driver.</p> <p>FICA for two (2) Pathways Support Team Members is base x 7.65% = \$345 per Support Team Member.</p> <p>Health insurance for one (1) Camp Hope Project Manager is a flat rate of \$6,800 equal to 13.6% of base pay.</p> <p>FICA for one (1) Camp Hope Project Manager is base x 7.65% = \$3,825.</p>						

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C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense & the number of people traveling.</i>						
<input type="button" value="Add Travel Expense"/> <input type="button" value="Delete Selected"/>				<i>Cost</i>	<i>Quantity</i>	<i># of Staff</i>	<i># of Trips</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>FEDERAL Request</i>
Parking (Chicago Airport)	Chicago, IL	Other	N/A	\$42.00	3	2	1	\$252		\$252
Uber/Lyft Transportation (California)	San Diego, CA	Local Travel	N/A	\$175.00	1	1	1	\$175		\$175
Travel (mileage) to and from Rockford to Chicago airport	Chicago, IL	Mileage	Mile	\$0.65	150	2	1	\$195		\$195
24th Annual International Family Justice Center Conference	San Diego, CA	Lodging	Night	\$194.00	3	2	1	\$1,164		\$1,164
24th Annual International Family Justice Center Conference	San Diego, CA	Transportation	Round-trip	\$550.00	1	2	1	\$1,100		\$1,100
24th Annual International Family Justice Center Conference	San Diego, CA	Meals	Day	\$55.50	2	2	1	\$222		\$222
24th Annual International Family Justice Center Conference	San Diego, CA	Meals	Day	\$74.00	2	2	1	\$296		\$296
Totals/								\$3,404	\$0	\$3,404
Narrative		Add Additional Narrative Text								
<p>The YMCA is requesting travel costs for the Camp Hope Project Manager and one (1) additional staff member to attend the 24th Annual International Family Justice Center Conference, held each Spring in San Diego, CA. This conference is typically hosted by the DOJ Office on Violence Against Women, the Office for Victims of Crime, and the Alliance for HOPE International. It serves as the premier annual conference on critical topics related to the Family Justice Center movement, including the handling of domestic violence and child abuse through training and interactive peer-to-peer discussions. Each year, seven tracks/areas of focus are selected for attendees to choose from, and "Camp HOPE America: Breaking the Cycle" is a standing track that is offered each year for those working in the field of running Camp HOPE programs internationally.</p> <p>Parking at O'Hare airport for 24 hours. \$42 per day \$42 (daily cost) x 3 (days) x 2 (staff) = \$252</p> <p>Local travel in San Diego via Uber/Lyft estimated cost of \$175 (total) with staff sharing rides.</p> <p>Mileage reimbursement for two (2) staff to drive to O'Hare airport and back to Rockford for the conference, estimated 150 miles driven roundtrip, per staff. 150 (roundtrip miles) x 2 (staff) x \$0.65 (rate per mile) = \$195</p> <p>Lodging is estimated at \$194 (rate) x 2 (staff) x 3 (nights) = \$1,164.</p> <p>Roundtrip airfare travel is estimated at \$550 (cost) x 2 (staff) = \$1,100.</p> <p>Travel Day Meals 55.50 (rate) x 2 (staff) x 2 (days) = \$222.00</p> <p>Full Day Meals. 74.00 (rate) x 2 (staff) x 2 (days) = \$296.00</p> <p>Per diem costs for meals are based on GSA per diem rates https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2023&state=CA&city=San%20Diego&zip=</p>										

E. Supplies						
Supply Items		Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
<input type="button" value="Add Supply Item"/>	<input type="button" value="Delete Selected"/>	<i># of Items</i>	<i>Unit Cost</i>	<i>Total Cost</i>	<i>Non-Federal Contribut</i>	<i>Federal Reques</i>
Outreach and Communication Materials		1	\$520.00	\$520		\$520
Administrative/Office Supplies		12	\$50.00	\$600		\$600
Keyboard w/mouse		1	\$51.00	\$51		\$51
Monitor		1	\$250.00	\$250		\$250
Soundbar		1	\$75.00	\$75		\$75
Docking Station		1	\$150.00	\$150		\$150
Microsoft Office License		1	\$372.00	\$372		\$372
Project Manager Computer		1	\$1,500.00	\$1,500		\$1,500
Life Skills Materials		55	\$30.00	\$1,650		\$1,650
Physical Activity Equipment		55	\$20.00	\$1,100		\$1,100
Books and reading materials		55	\$20.00	\$1,100		\$1,100
Therapeutic games, toys, and sensory tools		65	\$25.00	\$1,625		\$1,625
Recognition /Achievement Awards & Tokens		155	\$7.00	\$1,085		\$1,085
Camping Packs		55	\$65.00	\$3,575		\$3,575
Camp Hope First Aid Packs		6	\$25.00	\$150		\$150
Hello Insight - Social & Emotional Learning Surveys		55	\$5.00	\$275		\$275
HOPE Booklets		60	\$2.74	\$165		\$165
Camp Hope T-Shirts		60	\$11.00	\$660		\$660
Youth Journals		150	\$8.00	\$1,200		\$1,200
Pathways Activity Supplies		12	\$260.00	\$3,120		\$3,120
Totals!				\$19,223	\$0	\$19,223

SUPPLIES NARRATIVE

Outreach and communication materials to support Camp Hope and Pathways. \$520.00 (cost) x 1 (year) = \$520.00.

Administrative/office supplies include an average cost of supplies needed to plan, coordinate, and carry out programming and grant objectives. 50 (cost) x 12 (months) = \$600.00

The YMCA requests funding to provide the Project Manager with the following essential technical supplies to enable the project manager to efficiently oversee and lead the project's various aspects, including critical project documentation and reporting, stakeholder communications, analysis and project tracking.

Keyboard w/mouse - \$51 (cost) x 1 (one-time purchase) = \$51.00

Monitor - \$250 (cost) x 1 (one-time purchase) = \$250.00

Soundbar: \$75 (cost) x 1 (one-time purchase) = \$75.00

Docking Station: \$150 (cost) x 1 (one-time purchase) = \$150.00

Microsoft Office License: \$372 (cost) x 1 (one-time purchase) = \$372.00

Computer: \$1,500, (cost) x 1 (one-time purchase) = \$1,500

The YMCA requests funding to provide participants with:

Life skills materials. Materials will empower youth with practical skills and empower their sense of independence and confidence in their own abilities. Materials will be used during program and will include items like gardening kits, culinary supplies, sewing or knitting supplies, financial literacy games and activities (age-appropriate), nutrition kits, home safety kits, etc. \$30 (cost) x 55 (items) = \$1,650.

Physical activity equipment. Engaging in physical activities offers therapeutic benefits, helping youth release stress, build confidence, and foster a sense of accomplishment. Example of items to be included - jump ropes, yoga mats, hula hoops, etc. \$20 (cost) x 55 (items) = \$1100.

Books and other reading materials. Carefully selected reading materials offer healing narratives, empowering stories, and resources to help youth understand and process their experiences. Engaging in diverse narratives allows youth to process emotions, understand different perspectives, and find solace in shared experiences. Reading materials will also lend to enhanced cognitive skills. \$20 (cost) x 55 (items) = \$1,100.

Therapeutic games/sensory items. Recognizing the individuality of each child, we have budgeted an equivalent of \$25 per youth to curate a selection of these therapeutic tools. This approach allows us to tailor the tools to the unique requirements of each youth. This will include therapeutic games that encourage SEL development as well as sensory fidgets, kinetic sand, weighted blankets, etc. These items will help children process trauma, improve emotional regulation, and provide a safe outlet for expression. \$25 (cost) x 65 (units) = \$1,625.

Recognition and achievement awards. To recognize each child's progress and achievements, fostering a sense of self-worth and celebrates their journey towards healing and growth. Recognition items may include, personalized certificates, achievement pins, small trophies, etc. $\$7$ (cost) x 155 (units) = $\$1,085$.

Camp packs. Provides essential camp items for the Camp HOPE residential experience and removes a barrier for families that may not be able to afford these items for their child to attend. To include items such as a sleeping bag, pillow, basic toiletries pack, and carrying backpack. Having their own camp pack not only ensures participants have the necessary items but also gives them a sense of ownership and belonging, crucial for children who have experienced an upheaval. $\$65$ (cost) x 55 (units) = $\$3,575$.

First aid packs. Provides a hip pack, fully stocked with first aid supplies for each Camp HOPE counselor/program leader. Packs are necessary for staff to carry while leading groups throughout camp terrain. Packs include 72 pieces of basic first aid supplies including CPR masks, gloves, antiseptic wipes, triple antibiotic, burn sachets, assorted bandages, scissors, whistle, etc. $\$25$ (cost) x 6 (units) = $\$150$.

Hello Insight Social Emotional Learning Surveys. Hello Insight provides a pre & post survey model that measures the growth of SEL competencies in youth. Competencies include Self-management, Positive Self-identity, Academic Self-efficacy, Contribution, and Social Skills. Pre-surveys administered at the beginning of the program help us tailor the program to the needs of our participants, and post-surveys show us the growth and impact of the program. Hello Insight is recognized for its comprehensive approach to measuring SEL competencies, ensuring we have a holistic understanding of each youth's progress. $\$5$ (cost) x 55 (units) = $\$275$.

Printing of HOPE Booklets. Camp HOPE, program-specific curriculum support piece. $\$2.74$ (cost) x 60 (units) = $\$165$.

Camp Hope T-Shirts. Camp HOPE shirts will provide youth with a sense of unity and belonging, reminding them they are not alone in their journey. HOPE shirts will also be worn during any offsite programming to help keep youth easily identifiable as one of our participants. $\$11$ (cost) x 60 (units) = $\$660$.

Youth journals. Journals offer a safe space for youth to self-reflect, express themselves, and document their HOPE journey. $\$8.00$ (cost) x 150 (units) = $\$1,200$.

Activity supplies to support Pathways. Provides supplies for monthly Pathways meetings that engage youth in fun and educational activities and provide skill-building opportunities. Examples of supplies include art supplies, STEM kits, musical instruments, puzzles, science kits, building blocks, team-building materials, etc. These activities, while fun, are also designed to foster teamwork, trust, problem-solving, and other essential skills that help youth navigate challenges in their daily lives. $\$260$ (cost) x 12 (months)= $\$3,120$.

I. Other Costs								
Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>		Computation <i>Show the basis for computation</i>						
<input type="button" value="Add Item"/>	<input type="button" value="Delete Selected"/>	<i>Quantity</i>	<i>Basis</i>	<i>Cost</i>	<i>Length of Time</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
Camp HOPE America Affiliation Fee		1	Annual	\$3,500.00	1	\$3,500		\$3,500
40-hour Domestic Violence Training		10	Per person	\$275.00	1	\$2,750		\$2,750
24th Annual International Family Justice Conference		2	Per person	\$570.00	1	\$1,140		\$1,140
Resident Camp Fees		55	Per person	\$250.00	1	\$13,750		\$13,750
Total(s)						\$21,140	\$0	\$21,140
Narrative		<input type="button" value="Add Additional Narrative"/>						
<p>Camp HOPE America requires all lead agencies to pay an affiliation fee which provides year-long technical assistance, evidence-based curriculum, access to copyrighted materials, access to training hub, a designated representative for implementation, and support with data collection. \$3,500 (affiliation fee) x 1 (year) = \$3,500</p> <p>To ensure all staff working with youth who have witnessed or been victims of domestic or sexual violence, all staff will be required to complete virtual 40-hour certified Illinois domestic violence training provided by Crisis Center for South Suburbia. The cost per person to attend the 24th Annual International Family Justice Conference is based on the rate for attending the 23rd Annual International Family Justice Conference. 2 (staff) x 570 (cost) = \$1,140.00</p> <p>Resident camp fees are based on the estimated cost to host up youth for a full week for Camp Hope. 55 (youth) x 250 (cost) = \$13,750.00</p> <p>Prices are based on recent purchases and online comparisons.</p>								

J. Indirect Costs						
Description <i>Describe what the approved rate is and how it is applied.</i>		Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
<input type="button" value="Add Indirect Cost"/>	<input type="button" value="Delete Selected"/>	<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
de Minimus		\$120,155.00	10%	\$12,016		\$12,016
Total(s)				\$12,016	\$0	\$12,016
Narrative		<input type="button" value="Add Additional Narrative Text"/>				
<p>The YMCA is electing the 10% de minimus rate of modified direct costs used to cover the indirect costs associated with the project. 64640 (personnel) + 11748 (fringe) + 3404 (travel) + 18103 (supplies) + 22260 (other) = \$120,155.00 (base)</p>						

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EXHIBIT F
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-2022-171346 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.



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Finance Committee
Committee Date: December 7, 2023
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: December 14, 2023
Budget Information:

Was item budgeted? Yes	Amount: \$282,538
If not, explain funding source: U.S. Department of Justice	
ORG/OBJ/Project Code: 61400/Various/02703	Budget Impact: 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 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 evening/weekend Navigators and a Program Coordinator. Winnebago County will enter into agreement with Goodwill for Navigator services. Also included is funding for grant compliance services which will be provided by WINNEBAGO COUNTY.

Recommendation: I recommend the following Agreements:

- | | |
|--|-----------|
| 1) Accept Award Agreement from Illinois Criminal Justice Information Authority | \$282,538 |
| 2) Sub- Agreement with Goodwill | \$177,768 |

Contract/Agreement: County will accept, thereby entering into Agreement with the ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY (ICJIA); and execute Agreement with GOODWILL INDUSTRIES (\$177,768) which will contain a 30-day out clause.

Legal Review: Legal has reviewed agreements.

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: John Butitta
Submitted by: Finance Committee

2023 CR

**RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICE AGREEMENT FOR THE VIOLENT
CRIME REDUCTION IN ILLINOIS COMMUNITIES (VCRIC) PROGRAM**

WHEREAS, Winnebago County has been awarded the Violent Crime Reduction in Illinois Communities (VCRIC) Program grant from the Illinois Criminal Justice Information Authority; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the agreement from the Illinois Criminal Justice Information Authority; 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 the ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY, in the dollar amount two hundred eighty-two thousand five hundred thirty-eight dollars (\$282,538) and Sub Agreement with Goodwill Industries, in the amount of one hundred seventy-seven thousand seven hundred sixty-eight dollars (\$177,768).

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to execute the aforementioned Agreements, in substantially the same form as the Agreements attached hereto as Resolution Exhibits A and B.

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,

FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



GRANT SUMMARY WORKSHEET

Prepared By:	Marlana Dokken
Committee:	Finance Committee
Committee Date:	12/07/23
Resolution Title:	Resolution Accepting Award and Authorizing Service Agreement for the Violent Crime Reduction in Illinois Communities (VCRIC) Program
Board Meeting Date:	12/14/23

All new grant awards must be approved through their respective Committees prior to presenting for Board approval. Those requiring a budget modification must also be approved by the Finance Committee. To provide the County Board with the information needed for compliance requirements, please provide a complete Committee and Board packet that includes this form, the Executive Summary, Resolution, and Award.

Funding Information:

Grant Period of Performance: 10/01/23 – 02/28/2025	
Is match required?	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
- If yes, did you work with Accounting to determine match allocation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are Indirect Costs Allowable under the award?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, is the 10% de minimus Indirect Cost rate included in the budget? <i>Indirect Cost Base includes: salaries, fringe benefits, travel, supplies, training, and up to the first \$25,000 of each subaward.</i>	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If no, please explain:	
Does funding agreement contain Special Conditions that may prohibit another department's ability to apply for funding?	
<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
- If yes, please explain:	
How many sub-awards are included in this award? One (1)	
- Do subawards/contracts contain Indirect Costs?	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no
- If yes, please provide Indirect Cost rates and total Indirect applied to each subaward or contract: Indirect is allowable but amount unknown until provider selected. \$11,797.00	



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
WINNEBAGO COUNTY**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Winnebago County (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

WINNEBAGO COUNTY

By: _____

Delrice Adams, Executive Director

Date: _____

By: _____

Joseph Chiarelli, Chairman

Date: _____

By: _____

Steve Schultz, Chief Financial Officer

Date: _____

By: _____

Marlana Dokken, Director, Chairman's Office of
Criminal Justice Initiatives

Date: _____

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

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

“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.

“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 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.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

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

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

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

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

“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.

“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.

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

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“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 the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

“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), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 1/1/2024 and expires on 5/31/2025 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) must not exceed or are estimated to be \$282,538.00, of which \$149,577 are JAG FFY20 federal funds and \$132,961 are JAG FFY21 federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded 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.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 2020-DJ-BX-0017, the federal awarding agency is U.S. Department of Justice Programs, Bureau of Justice Assistance, and the Federal Award date is September 19, 2020. The Catalog of Federal Domestic Assistance (CFDA) Name is the 2020 BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation and the Assistance Listing Number is 16.738. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2094. The State Award Identification Number is 2094-44673.

If applicable, the Federal Award Identification Number (FAIN) is 15PBJA-21-GG-00271-JAGX, the federal awarding agency is U.S. Department of Justice Programs, Bureau of Justice Assistance, and the Federal Award date is September 22, 2021. The Catalog of Federal Domestic Assistance (CFDA) Name is the 2021 BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation and the Assistance Listing Number is 16.738. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2094. The State Award Identification Number is 2094-44673.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and SBEVXUKXKGK3 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application

changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366006681 is Grantee’s correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. 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.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. 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 must 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 will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.

(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 2012 (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.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **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) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** 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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **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.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders 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.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, 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 (30 ILCS 708/25(6)(G)).

(k) **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.

(l) **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 must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner 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; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, 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.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **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 subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must 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: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

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

ARTICLE IV PAYMENT REQUIREMENTS

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 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 must 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 Paragraph 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 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 Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will 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 Grant 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 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. Grantor must pay Grantee 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 will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must 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 **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs 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 subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or

subrecipient):

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 is 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 AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

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

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. 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 must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must 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. 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. 44 Ill. Admin. Code 7000.370(b)(7).

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 will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), 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(e).

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

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State 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 Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (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 must 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 Cost 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. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. 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 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 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 must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must 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 Award, 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 must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability 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.** Grantee must maintain records of expenditures 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 must 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.

7.6. **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).

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

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal 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.

8.3. **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 must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois 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.

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

8.6. **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 will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

9.1. Records Retention. Grantee must 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, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. 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.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must 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, 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 must cooperate fully in any such audit or inquiry.

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

9.4. 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 will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days

following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must 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 must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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 Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. 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. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

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

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's 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 Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) 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 issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) 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 State-issued Awards, 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 E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, 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 must 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 State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), 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 GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE**

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) 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).

- (c) This Agreement may be terminated, in whole or in part, by Grantor:
 - (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 Award; or
 - (iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. 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 allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. 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 must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. 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 Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

- (a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
- (b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) 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 prematurely. 2 CFR 200.343.

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for 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 subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor 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 XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be

disallowed.

ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree 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 must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide 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. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII
CONFLICT OF INTEREST

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

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee 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 Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. 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, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII
EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period

is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. **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, the cost of which 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 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. **Equipment Instructions.** Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in 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. Grantee must 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.

18.5. **Domestic Preferences for Procurements.** In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, 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 XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. **Promotional and Written Materials.** 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 Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must 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].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. **Prior Notification/Release of Information.** Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XX
INSURANCE**

20.1. Maintenance of Insurance. Grantee must 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**.

20.2. 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 must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. 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 Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by

Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

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

22.4. 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.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed 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.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are 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.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).

22.10. 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 controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(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.

22.11. 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 control. 30 ILCS 708/80.

22.12. Headings. Articles 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.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are 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 are deemed original for all purposes.

22.14. 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, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of 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 XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Statement of Problem

Over a decade ago, Winnebago County Court Services successfully adopted the best practices described herein for probationers and those on pre-trial release through the establishment of the Resource Intervention Center. However, supervision agencies are separate entities in Illinois, and these same opportunities are not available to those not on probation, or those leaving the Illinois Department of Corrections. The population gap includes those released from the Winnebago County Jail (not on pre-trial release) and those released from the Illinois Department of Corrections. There were just over 1000 individuals released from the Winnebago County Jail without probation or pre-trial release orders in 2022, and there are 800 – 1000 Winnebago County residents on parole at any given time.

As a result, individuals must navigate a labyrinth of criminal justice agencies, reentry services and community organizations, each with their own capacities, eligibility requirements and intake and referral processes, making reentry to Winnebago County from our correctional facilities especially challenging. Indeed, coordination among criminal justice agencies, reentry service organizations and community organizations can be challenging as they have different concerns (e.g. public safety vs. the provision of services), and are often unaware of each other's capacities, policies and practices.

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.

Our solution, implemented through the first round of funding, was to provide feet-on-the-street Navigator services to high risk individuals released from the corrections system. The Navigator portion of the program is working as planned; however, the provider for year one was unable to move forward to year two. As such, we have partnered with a new service provider.

Program Design

While our community has a multitude of reentry services available during the day, until this program was implemented, none were available after 5:00 p.m. or on weekends. 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, 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. The Winnebago County Assessor will provide the assessments needed to implement a program using risk-needs-responsivity principles.

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 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 evening/weekend hours, as well as services for other high-risk reentrants. basis. The Goodwill Program Coordinator will be responsible for overseeing implementation and reporting.

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, 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.

Refinements from the previous year include changing subrecipient providers. The new subrecipient has agreed to hire at least one (1) of the previous program Navigators and increase his hours to full-time, eliminating the need for the third Navigator. This will create a more seamless transition. The Navigators are former offenders so the increase to full time with benefits is a significant outcome.

Program Staffing

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 Bachelor's 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 Director, reports to Joseph Chiarelli, Winnebago County Chairman.

WINNEBAGO COUNTY GRANTS COMPLIANCE SPECIALIST

Roles and Responsibilities: The Grants Compliance Specialist will dedicate 30% of their time to overseeing program activity, growth, and collaborative partner monitoring. This role will provide technical assistance and guide the sub-recipient and Navigators through compliance and reporting processes with a focus on finance. The role will use an already established grant monitoring policy and increase the sub-recipient to understand financial 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 staff will be responsible for Corrective Action Plans, maintaining records, and submitting quarterly program and fiscal reports to ICJIA. The Grants Compliance

Specialist 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.

WINNEBAGO COUNTY DATA COMPLIANCE SPECIALIST

Roles and Responsibilities: The Data Compliance Specialist will dedicate 35% of their time to overseeing program activity, growth, and collaborative partner monitoring. This role will provide technical assistance and guide the sub-recipient and Navigators through compliance and reporting processes with a focus on data. The role will use an already established grant monitoring policy and increase the sub-recipient understanding of the data collection process as it relates to the case management system. This role will be responsible for coordinating data between this, and two other reentry programs to provide meaningful outcome reports.

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: GOODWILL PROGRAM COORDINATOR (Goodwill's Associate Director of Justice and Reentry Programs)

Roles and Responsibilities: The Goodwill Program Coordinator (PC) will act in a supervisory role for the program, ensuring program activity meets all applicable requirements of the organization, Winnebago County, and ICJIA. The PC will be responsible for ensuring Navigators are fulfilling all documentation requirements, fully describing client engagement, activities, and services. They will plan workshops, training, and other events and coordinate with partner agencies to ensure all activities are planned and implemented as described in the proposal. The PC will 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 a bachelor's degree in business, social

services, criminal justice, or a related field, as well as a minimum of two years of experience in program management at the community level.

Reporting & Supervision Received: This role reports to Goodwill's Director of Mission Services.

POSITION TITLE: GOODWILL NAVIGATORS

Roles and Responsibilities – 1.5 Navigators supplement the work of parole, probation, and other community programming (covered by non-VCRIC funding) by dedicating day, evening, and weekend hours to the needs of high-risk individuals on pre-trial release, parole, or probation. They will assess the service needs of clients upon intake 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.

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 to ensure understanding. 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 be trained on matters concerning Risk, Needs, and Responsivity and individuals with lived experience with the legal system are preferred. Navigators will have knowledge of community services and peer support services and where they lack knowledge of community services and peer support, they will research to learn of available opportunities.

Reporting & Supervision Received – Navigators will be supervised by Goodwill's Program Coordinator.

EXHIBIT B

DELIVERABLES OR MILESTONES

Task	Staff Position Responsible	Date Due
Submit draft subawards to ICJIA	Director	12/15/23
Execute subawards	Director	01/01/24
Hire Data Compliance Specialist	Director	01/01/23
Hire and train remaining Navigators to include Risk, Needs, and Responsivity	Goodwill Program Coordinator / Compliance Specialists	01/01/24 and Ongoing
Navigators participate in three (3) Call In Forums	Navigators	02/28/2025
One (1) VCRIC funded Navigator hosts GOODWILL table at five (5) monthly Project Safe Neighborhoods Forums for referral purposes	Navigators	02/28/2025
Conduct 1 Site Visit, submit 1 Site Visit report to ICJIA	Grants Compliance Specialist	02/28/2025
Provide technical assistance to subrecipient	Compliance Specialists	Ongoing
Partnerships and Strategies to Reentry quarterly MDT meetings	Director, Chairman’s Office of Criminal Justice Initiatives, Goodwill Program Coordinator, Compliance Specialist, Navigators	Ongoing
Submit quarterly data report and quarterly timekeeping certifications to Passthrough Entity	Goodwill Program Coordinator/ Compliance Specialist	April 10, 2024 July 10, 2024 October 10, 2024 January 10, 2025 April 10, 2025 June 10,2025
Submit quarterly financial status reports to Passthrough Entity	Goodwill Program Coordinator/ Compliance Specialist	April 10, 2024 July 10, 2024 October 10, 2024 January 10, 2025 April 10, 2025 June 10, 2025
Submit closeout financial status report, property inventory, and closeout data report to Passthrough Entity	Goodwill Program Coordinator/ Compliance Specialist	June 20, 2025
Review subaward periodic fiscal reports	Compliance Specialist	Monthly/Quarterly
Process payments to subrecipients	Finance Manager	Monthly
Review subaward periodic data reports	Compliance Specialist	Quarterly
Provide technical assistance to subrecipient	Compliance Specialist	Ongoing
Conduct one (1) subaward site visit	Compliance Specialist	02/28/25
Submit quarterly data report and timekeeping certifications to ICJIA	Compliance Specialist	Quarterly
Submit monthly financial status reports to ICJIA	Compliance Specialist	Monthly
Submit closeout financial status report, property inventory, and closeout data report to ICJIA	Compliance Specialist	June 30, 2025

Passthrough Entity

Task	Staff Position Responsible	Date Completed
Submit draft subawards to ICJIA	Marlana Dokken	09/01/23
Execute subawards	Marlana Dokken	10/01/23
Hire Assessor/Compliance Specialist	Marlana Dokken	11/30/23
Train Assessor/Compliance Specialist on ORAS	Marlana Dokken	12/30/23
Review subaward periodic fiscal reports	Christina Washington	Monthly/Quarterly
Process payments to subrecipients	Finance Manager	Monthly
Review subaward periodic data reports	Christina Washington	Quarterly
Provide technical assistance to subrecipients	Christina Washington	Ongoing
Conduct one (1) subaward site visit	Christina Washington	02/28/25
Submit quarterly data report and timekeeping certifications to ICJIA	Christina Washington	Quarterly
Submit quarterly Periodic Performance Report to ICJIA	Christina Washington	Quarterly
Submit final fiscal and data reports to ICJIA	Christina Washington	03/15/15

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Luisa Salazar

Title: Grant Specialist

Address: 60 E Van Buren, STE 650, Chicago, IL 60605

GRANTEE CONTACT

Name: Marlana Dokken

Title: Director, Chairman’s Office of Criminal Justice Initiatives

Address: 404 Elm Street, Rockford, IL 61101

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Luisa Salazar

Title: Grant Specialist

Address: 60 E Van Buren, STE 650, Chicago, IL 60605

Phone: 312-814-0707

TTY#: _____

E-mail Address: 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 #: _____

E-mail Address: mdokken@admin.wincoil.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Overall Goal: To reduce violent crime in the community.	
Process Objectives	Performance Measures
Enroll 75 high risk probations/parolees/pre-trial releases via referrals by 02/28/2025	# Enrolled by 02/28/2025
Engage 55 participants in employment-related goals (resume, job search, applications, interviews) by 02/28/2025	# Participants engaged in employment-related goals by 02/28/2025
Engage 30 participants in education-related goals by 02/28/2025	# Participants engaged in education-related goals by 02/28/2025
Engage 50 participants in pro-social peer support groups 02/28/2025	# Participating in pro-social peer groups by 02/28/2025
Enroll 50 participants in Invest in Yourself workshops	# Participating in Invest in Yourself Workshops
Enroll 60 high risk probations/parolees/pre-trial releases via referrals by 02/28/2025	# Enrolled by 02/28/2025
Outcome Objectives	Performance Measures
80% enrolled, and will remain engaged for at least 6 months	% Remaining engaged for at least 6 months
40 Individuals will obtain Full Time Employment	# Individuals obtaining full time employment
80% will maintain employment for a minimum of 6 months	# Maintaining employment for a minimum of 6 months
30 individuals will create at least one education goal by 02/28/2025	# Individuals, # education goals set by 02/28/2025
50% of education goals set will be completed by 02/28/2025	% Completed by 02/28/2025
90% engaged in pro-social peer support, will remain engaged for 6 months	# Individuals engaging in, # remaining engaged in pro-social peer support for 6 months
80% Individuals will complete Invest in Yourself Workshops	# Registrants, # completing Invest in Yourself Workshops

Passthrough Entity

GOAL: Through the oversight of subaward, provide oversight and technical assistance to build knowledge and capacity of grassroots non-profit(s) serving our reentry population and provide Risk Assessments for program participants.	
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"> 100% of subrecipients will submit periodic fiscal reports on time 	<ul style="list-style-type: none"> Percentage of subrecipients submitting periodic fiscal reports on time
Review accuracy of subrecipient data reports <ul style="list-style-type: none"> 1 subaward data report received and reviewed quarterly 100% of subrecipients will submit quarterly data reports on time 	<ul style="list-style-type: none"> Number of subaward data reports received and reviewed Percentage of subrecipients submitting quarterly data reports on time
Review accuracy of subrecipient fiscal reports <ul style="list-style-type: none"> 1 subaward fiscal reports received and reviewed quarterly 100% of subrecipients will submit quarterly fiscal reports on time 	<ul style="list-style-type: none"> Number of subaward fiscal reports received and reviewed Percentage of subrecipients submitting quarterly fiscal reports on time
Provide fiscal and programmatic technical assistance to all subrecipients as needed. <ul style="list-style-type: none"> 1 subrecipients will receive technical assistance. 	<ul style="list-style-type: none"> Number of subrecipients receiving technical assistance.
Perform site visits with 100% of subrecipients during award period. <ul style="list-style-type: none"> 1 subaward visit conducted (1 each year minimum) 	<ul style="list-style-type: none"> Number of subaward visits conducted
Submit site visit reports to ICJIA within 30 days of visit <ul style="list-style-type: none"> 1 subaward site visit reports submitted to ICJIA within 30 days 	<ul style="list-style-type: none"> Number of subaward site visit reports submitted to ICJIA within 30 days
Provide a Corrective Action Plan for all subrecipients with identified as needing formal corrective action.\ <ul style="list-style-type: none"> Up to 1 subrecipient will be identified as requiring corrective action. Up to 1 will be notified and provided with a Plan of Corrective Action 	<ul style="list-style-type: none"> Number of subrecipients identified as requiring corrective action. Number notified and provided with a Plan of Corrective Action

<p>Verify subrecipient completion of Corrective Action Plan within specified timeframe.</p> <ul style="list-style-type: none"> • 100% subrecipients will need to complete Corrective Action Plan requirements within specified timeframe 	<ul style="list-style-type: none"> • Percentage of subrecipients completing Corrective Action Plan requirements within specified timeframe
<p>Provide fiscal and programmatic technical assistance to all subrecipients that request such assistance.</p> <ul style="list-style-type: none"> • Up to 1 subrecipient will require fiscal and technical assistance <p>Up to 1 subrecipient will receive such assistance</p>	<ul style="list-style-type: none"> • Number of subrecipients requiring fiscal and technical assistance • Number of subrecipients receiving such assistance
<p>Provide risk assessments for participants lacking assessment.</p> <ul style="list-style-type: none"> • Up to 50% of individuals requesting services will require risk assessment. • Up to 50% of individuals requesting services will require risk assessment • Up to 40% will be deemed eligible for program. 	<ul style="list-style-type: none"> • Percentage of participants requiring assessments. • Percentage of participants receiving assessments. • Percentage of participants deemed eligible for program due to assessment.

EXHIBIT E

SPECIFIC CONDITIONS

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

PART TWO –GRANTOR-SPECIFIC TERMS

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

23. Definitions

“Youth” means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

25. Commencement of Performance.

25.1. 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.

25.2. 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.

25.3. 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.

26. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount requires a budget revision approval from Grantor.

27. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

- Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. 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. and
- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

27.2. 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
June 30

April 15
July 15

28. Timekeeping.

28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

- A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records 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.

28.2. 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.

28.3. 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.

28.4. Grantee shall submit a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.

29. 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.

30. Failure to File in a Timely Fashion.

30.1. 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. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

30.2. 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.

30.3 Failure to meet the reporting dates may also result in Grantee being placed on the Illinois Stop Payment List. Grantee will be removed from the Illinois Stop Payment List once past due reports are submitted to Grantor.

31. Procurement Requirements and Requests for Proposals.

31.1. 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 2 CFR 200.318 - 327.

31.2. 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 per 30 ILCS 500/20-20.

- 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 utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

31.3. 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.

31.4. 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.

32. Subcontracting.

32.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

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

32.3. 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.

32.4. Approval of the use of subcontractors 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.

33. Subawards.

33.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

33.2 Subawards 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 subawards.

33.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.

33.4 As Grantee awards each subaward, 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 subaward shall be submitted to Grantor along with verification of the corrective action.

33.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded 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 subaward agreement. Grantee will ensure that all subawards comply with GATA prequalification requirements as identified in 44 Ill. Admin. Code 7000.70, including but not limited to Sam.gov registration.

33.6 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.

33.7 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.

33.8 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.

33.9 Grantee will evaluate each subaward'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 subaward, if appropriate.

33.10 Grantee will make fiscal and programmatic technical assistance available to all subawards.

33.11 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.

33.12 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.

33.13 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.

34. 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. 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 provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.

35. 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.

36. Copyrights and Patents.

36.1. 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.

36.2. 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 to protect the public interest, in accordance with guidelines.

37. Management and Disposition of Equipment and Commodities.

37.1. 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.

37.2. 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.

37.3. 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.

37.4. 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.

38. 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 in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

39. 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. 2 CFR 200.302.
- (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

40. Publications.

40.1. In addition to the requirements of Part I, Article XIX 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.

40.2 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.

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

40.4. All publications shall supplement the language required by Part I, Article XIX 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."

40.5. 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.

40.6. Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

41. Reporting Grant Irregularities.

41.1. 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 include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

41.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.

41.3. 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.

41.4. 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.

41.5. 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.

41.5. 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.

41.6. 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
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

42. Reporting Potential Fraud, Waste, or Similar Misconduct.

42.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward 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.

42.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

43. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' 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 subawards' and/or its subcontractors' 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.

44. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, 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.

45. Safeguarding Constitutional Protections Related to Religion

46.1 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.

46.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

46. 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 subawards 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.

47. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. 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.
48. Project Monitoring and Evaluation.
 - 48.1. 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.
 - 48.2. 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.
 - 48.3. 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.
49. 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.
50. Tax Liabilities; State Agency Delinquencies. Grantee is required to file 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.
51. 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.

PART THREE –PROJECT-SPECIFIC TERMS

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

52. Employment eligibility verification for hiring under the award.

52.1 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 grantee (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 grantee (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

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

52.3. 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.

52.4. 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 grantee (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 grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the grantee (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 grantee, 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 grantee, 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. E-Verify employer agents can email EVerify at [E-VerifyEmployerAgent@dhs.gov](mailto:VerifyEmployerAgent@dhs.gov).

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

53. All subawards ("subgrants") must have specific federal authorization. The grantee, and any subrecipient ("subrecipient") 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.

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

The grantee, and any subrecipient 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.

55. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the grantee or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

55.1. 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 grantee (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.

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

55.3. 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.

55.4. 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 grantee 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 grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

56. Requirements pertaining to prohibited conduct related to trafficking in persons. The grantee, and any subrecipient 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 grantee, subrecipient, or individuals defined (for purposes of this condition) as "employees" of the grantee or of any subrecipient.

The details of the grantee'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 grantee and subrecipient related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

57. 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 grantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The grantee, 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.

58. Conferences, Meetings, Trainings, and other events. Grantee, and any subrecipient 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").

59. OJP 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 Subrecipients, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

60. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
The grantee, and any subrecipient 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.

61. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
The grantee, and any subrecipient 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."

62. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
The grantee, and any subrecipient 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 grantee and subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to grantees 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.

63. Restrictions on "lobbying" In general, as a matter of federal law, federal funds awarded by OJP may not be used by the grantee, or any subrecipient 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 grantee, 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.

64. Appropriations-law Restrictions. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The grantee, and any subrecipient at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the grantee is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

65. Reporting Potential Fraud, waste and abuse In addition to the requirements of paragraph 45, The grantee, and any subrecipients ("subrecipients") 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>.

66. 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.

67. Prohibition on Reprisals. The 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. The grantee and any sub-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. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

68. 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 grantees and subrecipients 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 awareness, and other outreach to decrease crashes caused by distracted drivers.

69. Justice Information Sharing. Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The grantee (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The grantee (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

70. 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.

71. Protection of human research subjects. The grantee (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.

72. Confidentiality of Records.

The 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 grantee 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.

73. 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".

74. 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.

75. Compliance with National Environmental Policy Act and Related Statutes.

Upon request, the grantee (and any subrecipient at any tier) 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 grantee or by a subrecipient. Accordingly, the 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, the grantee agrees to contact BJA.

The 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 the 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:

- a. New construction;
- b. 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;
- c. A renovation, lease, or any 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;
- d. 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 education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subrecipients' existing programs or activities that will be funded by these award funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

76. Establishment of trust. If award funds are being drawn down in advance, the grantee (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Grantees (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 grantee 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.

77. 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.

78. Controlled expenditures.

78.1. *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>

78.2. *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/LEEequipment-WG-Final-Report.pdf>.

78.3. *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.

78.4. *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.

78.5. *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.

79. Nondiscrimination.

79.1 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.

79.2 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)

79.3 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.

79.4 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.

79.5 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.

79.6 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.

79.7 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.

79.8 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.

79.9 Grantee shall complete a Civil Rights Compliance Questionnaire as required by Grantor.

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

80. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification.

1. If the grantee is a "State," a local government, or a "public" institution of higher education:

A. The grantee may not obligate award funds if, at the time of the obligation, the "program or activity" of the grantee (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the grantee may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the grantee (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the grantee shall be considered, for all purposes, to be a material representation by the grantee to OJP that, as of the date the grantee requests the drawdown, the grantee and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The grantee must promptly notify OJP (in writing) if the grantee, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the grantee, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the grantee at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the grantee despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the grantee that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.

81. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions: ongoing compliance.

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status

to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The grantee's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. 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) that the grantee, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to the OJP, before award acceptance.

82. Noninterference (within the funded "program activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the grantee accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 --without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The grantee'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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the grantee, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

83. No use of funds to interfere with federal law enforcement: No disclosure of certain law-enforcement sensitive information

SCOPE. This condition applies as of the date the grantee accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The grantee'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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the grantee, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

84. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the grantee accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or - official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The grantee'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 (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7) as of January 1, 2020.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

85. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of the grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

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ICJIA Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Winnebago County	DUNS#: 010243822	NOFO ID: 2094-1732	Grant #: 420060
CFSA Number: 546-00-2094	CSFA Short Description: Edward Byrne Justice Assistance Grant (JAG)	State Fiscal Year(s): 24, 25, 26	Project Period: 1/1/2024 to 5/31/2025

FOR ICJIA USE ONLY

Final Budget Amount Approval

<u>Final Total Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

Budget Revision Amount Approval

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

Budget Revision Amount Approval

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

§200.308 Revision of budget and program plans

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



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
Organization (“GRANTOR”) Name: Winnebago County Address: 404 Elm Street Rockford, IL 61101	Organization (“SUBRECIPIENT”) Name: Goodwill Industries of Northern Illinois and Wisconsin Stateline Area, Inc. Address: 850 N Church Street Rockford, IL 61103 EIN No.: 36-2167846 UEI: W9BDKKGKRN34 SAM Cage Code: 3VZC3 SAM CCR Expiration Date: 01/25/2024
Fund Information	
Award Type: New	
State Award ID No. (SAIN) (if awarded by/through State): 2094-44673	
CFSA No.: 546-00-2094	
CFSA Title: n/a	
CFDA No. and Title (if Federal): 16.738	
CFDA Title: 2022 BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation and the Assistance	
Federal Award ID No. (FAIN, if Federal): 2020-DJ-BX-0017	
Federal Award Date: September 19, 2020	
Amount Obligated by this Action: \$1,000,000.00	
Federal Agency (if Federal): U.S. Department of Justice Programs, Bureau of Justice	
Project Information	
Sub award Period of Performance: January 1, 2024 – May 31, 2025	Total Maximum Amount Funded Under this Sub award Agreement: \$177,768.00
Indirect Cost Rate: 10%	
Is Award R & D: n/a	
Description Title of Project: Violent Crime Reduction in Illinois Communities (VCRIC) Program / Winnebago County Partnerships and Strategies to Reentry Navigator Program	
Agreement No. 419060 – Subaward #2	

**AGREEMENT WITH GOODWILL INDUSTRIES
FOR VIOLENT CRIME REDUCTION IN ILLINOIS COMMUNITIES**

This AGREEMENT (hereinafter “Agreement”) is entered into this 1st day of January, 2024, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter “Grantor” or “County”) and Goodwill Industries of Northern Illinois and Wisconsin Stateline

Area, Inc. (hereinafter “Sub-recipient” or “Goodwill Industries”). The County and Sub-recipient are collectively referred to herein as “Parties” or individually as a “Party”.

RECITALS

WHEREAS, Goodwill Industries agrees to implement the Violent Crime Reduction in Illinois Communities (VCRIC) Program, pursuant to the terms and provisions of this Agreement; and

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. ALLOCATION OF COST.

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed one hundred seventy-seven thousand seven hundred sixty-eight dollars (\$177,768.00) for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 4. 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.

SECTION 2. PARTIES’ RESPONSIBILITIES.

A. The County shall manage matters including, but not limited to:

- 1) Payments to each contractor or Sub recipient.
- 2) Ensuring timely submission of reports.
- 3) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules.

B. Goodwill Industries 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 – Deliverables or Milestones
- 5) Exhibit D – Performance Measures / Reporting
- 6) Exhibit E – Contacts
- 7) Exhibit F – Terms, Conditions, and Representations
- 8) Exhibit G – Grantee Award (*See Section 12 below*)

SECTION 3. 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 5.

SECTION 4: EFFECTIVE DATE AND TERM.

This Agreement shall be effective from January 1, 2024 through May 31, 2025, or unless otherwise terminated as provided in Section 5. The term shall not be extended.

SECTION 5. 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 6. 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 7. ASSIGNMENT.

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

SECTION 8. AMENDMENTS.

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Winnebago County Board Chairman is

authorized, on behalf of the County Board to execute the renewal, continuation or modification of this grant award, without further County Board action.

SECTION 9. 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 GOODWILL INDUSTRIES:

Goodwill Industries
Attn: Courtney Geiger
850 N. Church Street
Rockford, Illinois 61103

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 10. 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 17th Judicial Circuit of Winnebago County, Illinois.

SECTION 11. 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 Exhibit F, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

SECTION 12. 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 13. 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 14. 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 15. 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 16. 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: _____

GOODWILL INDUSTRIES

Courtney Geiger
Director of Mission Services
Goodwill Industries

Date: _____

**EXHIBIT A
SCOPE OF WORK**

Statement of Need

What community domestic violence or gun violence needs will be addressed by this program?
<p>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 <i>higher probation supervision risk levels</i>.</p> <p>As such, Goodwill Industries of Northern Illinois aims to address gun violence by implementing a hybrid of evidence-based practices that address precursors to crime. Goodwill’s approach will identify and address not only historical and static factors that identify the people and places likely to be involved in criminal behavior, but also the dynamic (or changeable) needs, on both an individual level and the community/systems-level (individual level being substance abuse, mental health functionality, or personal relationships; community-level being lack of access to resources for certain areas or changes in the geographical features in an area). This approach will target the individuals at highest risk for perpetrating gun violence using the Risk-Needs-Responsivity (RNR) Model along with the introduction to restorative programs and resources that influence recidivism. This model is expected to be more effective because it involves evidence-based practices to assess and to address multi-level needs using Navigators and lived experience, which will then be utilized to guide community resource management.</p> <p>The target population are individuals who are high risk (as defined by assessment) and on parole, probation, or pre-trial release. When individuals return to Winnebago County from jail or prison, they must navigate a labyrinth of criminal justice agencies, reentry services and community organizations, each with their own capacities, eligibility requirements and intake and referral processes, making reentry to Winnebago County from our correctional facilities especially challenging. Additionally, most services are only available Monday through Friday and the sidewalks roll up at 5 pm. These disconnects will be addressed through Navigators who will work outside traditional business hours, when the need for services is high, on evenings and weekends.</p>

Program Design

Describe your agency’s proposed activities, role, and responsibilities within the collaborative partnership and how they will address issues identified in your Statement of Need.

Goodwill and Winnebago County, as grant partners, will be the collaborators that work most closely in this partnership. Goodwill will work with Winnebago County to pick up where the previous provider left off and serve individuals with a similar service model and staff.

Goodwill will provide, employ and oversee one (1) full time, and one part-time (.5) Navigator to work with high-risk offenders, prioritizing Focused Deterrence Reentry Program and the Project Safe Neighborhoods Program participants, both run by Winnebago County. These staff will utilize the Risk-Needs-Responsivity model to provide assistance for high-risk individuals returning from jail or prison to meet their needs during evening and weekend hours. Navigators will work in the field, coordinating case plans, connecting individuals to resources, coaching, and encouraging positive social associations to reduce their risk of reoffending.

Goodwill will ensure participants have a risk assessment and will use this to begin the service enrollment process. Navigators will lead participants down a supportive and realistic reentry path to help them stabilize and take control of their lives by addressing their specific needs. Reentry participants will develop goal plans and Navigators will aid in the execution of those plans by assisting with the resources necessary as they work to rebuild their lives. Goodwill will provide activities including one-on-one and group resource educational opportunities through partnerships with local service providers and resource agencies. Activities will engage incarcerated individuals, their families, volunteers, community organizations, and people in corrections as problem solvers working to impact gun violence and reentry barriers.

Explain how services will be collaborated among partners to serve needs of the community.

Goodwill will be the new funded collaborative partner; however, the organization is a collaborative partner with the Winnebago County Focused Deterrence Reentry program as well as Project Safe Neighborhoods which serve as a referral source. The organization also partners with Partnerships and Strategies to Reentry, Winnebago County’s multi-disciplinary reentry group.

While the responsibility of verifying eligibility, service delivery, and collecting data lies with the Navigators, the Program Coordinator (PC), will be responsible for quality assurance and model fidelity by:

- Ensuring data reflects that risk assessment results are obtained, and clients served are meeting the eligibility requirement of being high risk.
- Monitoring whether Navigators are achieving organizational goals within the parameters of the grant.
- Ensuring overall accuracy of data and financial reports and submitting subsequent reports to Winnebago County on time.

- Providing technical assistance to Navigators and trouble-shooting as needed or requested.

Goodwill will partner with other local service providers to ensure participants' needs are addressed holistically. These partnerships will be made in the form of warm handoffs from Navigators to service providers, and support groups, when requested by the participant, the Navigator may join them to attend at least their first session. After the client's initial engagement with the group, Navigators will follow up to ensure clients feel comfortable with the service provider or group, are engaging, and are connecting with positive social supports. The objective is to build new, positive social networks to keep clients from returning to their previous, negative environments.

In addition, Goodwill staff will also provide services based on identified needs of clients, such as:

- Follow-up and engagement with court support services to assist with keeping track of caseloads and matriculation of clients through the legal system,
- Assistance with child support research and assistance,
- Assistance with housing referrals,
- Transportation assistance and navigation,
- Referral to and warm handoffs to mental health and addiction resources,
- Connection to training and employment resources and funding, and
- Support in addressing basic and immediate needs, such as food, shelter, and clothing.

Staffing

List staff positions assigned to the program with the following information.

Name of position, funding type (funded, non-funded, interns, and volunteer), program job duties, reporting and supervision structure. Note who will be tasked to communicate directly with the ICJIA grant specialist.

The following positions will be responsible for completing the proposed grant-funded activities and will be dedicated to carrying out program activities.

POSITION TITLE: GOODWILL PROGRAM COORDINATOR (Goodwill's Associate Director of Justice and Reentry Programs)

Roles and Responsibilities: The Goodwill Program Coordinator (PC) will act in a supervisory role for the program, ensuring program activity meets all applicable requirements of the organization, Winnebago County, and ICJIA. The PC will be responsible for ensuring Navigators are fulfilling all documentation requirements, fully describing client engagement, activities, and services. They will plan workshops, training, and other events and coordinate with partner agencies to ensure all activities are planned and implemented as described in the proposal. The PC will 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 a bachelor’s degree in business, social services, criminal justice, or a related field, as well as a minimum of two years of experience in program management at the community level.

Reporting & Supervision Received: This role reports to Goodwill’s Director of Mission Services.

POSITION TITLE: GOODWILL NAVIGATORS

Roles and Responsibilities – 1.5 Navigators supplement the work of parole, probation, and other community programming (covered by non-VCRIC funding) by dedicating day, evening, and weekend hours to the needs of high-risk individuals on pre-trial release, parole, or probation. They will assess the service needs of clients upon intake 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.

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 to ensure understanding. 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 be trained on matters concerning Risk, Needs, and Responsivity and individuals with lived experience with the legal system are preferred. Navigators will have knowledge of community services and peer support services and where they lack knowledge of community services and peer support, they will research to learn of available opportunities.

Reporting & Supervision Received – Navigators will be supervised by Goodwill’s Program Coordinator.

Scope Revisions: Subrecipient shall obtain prior approval from Winnebago County whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions shall be submitted in writing to Winnebago County for approval. All requests for Scope revisions that require Awarding Agency approval shall then be submitted by Winnebago County to the Awarding Agency for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Winnebago County and, when required, the Awarding Agency gives written approval. See 2 CFR 200.308.

**EXHIBIT B
BUDGET and BUDGET NARRATIVE**

See attached budget and budget narrative for this Sub award.

**EXHIBIT C
DELIVERABLES OR MILESTONES**

Task	Staff Position Responsible	Date Due
Hire and train (untrained) Navigators to include Risk, Needs, and Responsivity	Goodwill Program Coordinator Mission Services Director	1/1/2024 and Ongoing
1.5 Navigators participate in three (3) Focused Deterrence Call In Forums	Navigators	02/28/2025
One (1) Navigator participates in six (6) Project Safe Neighborhoods Forums for referral purposes	Navigators	02/28/2025
Provide reporting and compliance technical assistance	Winnebago County Compliance Coordinator	Ongoing
Conduct 1 Site Visit, submit 1 Site Visit report to ICJIA	Winnebago County Compliance Coordinator	02/28/2025
Partnerships and Strategies to Reentry quarterly MDT meetings	Director, Chairman’s Office of Criminal Justice Initiatives, Goodwill Program Coordinator, Navigators	Ongoing
Submit quarterly data report and quarterly timekeeping certifications to Passthrough Entity	Goodwill Program Coordinator / Winnebago County Compliance Coordinator	January 10 April 10 July 10 October 10
Submit quarterly financial status reports to Passthrough Entity	Goodwill Program Coordinator / Winnebago County Compliance Coordinator	January 10 April 10, July 10 October 10
Submit closeout financial status report, property inventory, and closeout data report to Passthrough Entity	Goodwill Program Coordinator / Winnebago County Compliance Coordinator	March 10, 2025

Note: If a due date falls on a weekend, report is due on the preceding Friday.

Sub Recipient shall comply with all reporting, data collection and evaluation requirements, as prescribed by the grant awarding agency and Winnebago County following the deadlines identified.

**EXHIBIT D
PERFORMANCE MEASURES / REPORTING**

Sub Recipient is required to provide relevant data by submitting performance metrics as well as narrative on a quarterly basis. Additional measureable outcomes will be based on activities agreed upon in the sub recipient Scope of Work.

Sub Recipient will provide data to Grantor to indicate whether programming and funded personnel / equipment is having the desired effect.

Overall Goal: To reduce violent crime in Winnebago County, IL	
Process Objectives	Performance Measures
Enroll 75 high risk probations/parolees/pre-trial releases via referrals by 02/28/2025	# Enrolled by 02/28/2025
Engage 55 participants in employment-related goals (resume, job search, applications, interviews) by 02/28/2025	# Participants engaged in employment-related goals by 02/28/2025
Engage 30 participants in education-related goals by 02/28/2025	# Participants engaged in education-related goals by 02/28/2025
Engage 50 participants in pro-social peer support groups 02/28/2025	# Participating in pro-social peer groups by 02/28/2025
Outcome Objectives	Performance Measures
80% enrolled participants will remain engaged for at least 6 months	% Remaining engaged for at least 6 months
40 Individuals will obtain Full Time Employment	# Individuals obtaining full time employment
75% of individuals employed will maintain employment for a minimum of 6 months	# Maintaining employment for a minimum of 6 months
30 individuals will create at least one education goal by 02/28/2025	# Individuals, # education goals set by 02/28/2025
50% of education goals set will be completed by 02/28/2025	% Completed by 02/28/2025
80% of individuals will complete educational/resource related workshops	# Registrants, # completing workshops

EXHIBIT E
CONTACTS

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

Winnebago County Contacts	Sub recipient Contacts
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@admin.wincoil.gov	<u>Administrative Contact (Reports)</u> Name: Courtney Geiger Title: Director, Mission Services Address: 850 N. Church Street Rockford, IL 61103 Telephone: 815-987-6226 Email: cgeiger@goodwillni.org
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101 Telephone: (779) 707-0906 Email: pthompson@admin.wincoil.gov	<u>Program Contact</u> Name: Courtney Geiger Title: Director, Mission Services Address: 850 N. Church Street Rockford, IL 61103 Telephone: 815-987-6226 Email: cgeiger@goodwillni.org
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@admin.wincoil.gov	<u>Payments Sent to:</u> Name: Jennifer Chapel Title: Director, Finance Address: 850 N. Church Street Rockford, IL 61103 Telephone: 815-987-6222 Email: jenniferfc@goodwillni.org

EXHIBIT F
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 U.S.C. 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 U.S.C. 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 U.S.C. 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 "*Funding provided in whole or in part by Winnebago County and the Criminal Justice Information Authority.*" Exceptions to this requirement must be requested, in writing, from Grantor, subject to ICJIA approval, and will be considered authorized only upon written notice thereof to Grantee.
- 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.

EXHIBIT G
GRANTEE AWARD

In the event of any conflict or inconsistency between the terms and provisions of this Agreement and the terms and provisions of the Illinois Criminal Justice Information Authority agreement with Winnebago County #419060 (ICJIA), the terms and provisions of the ICJIA Agreement shall prevail.

See attached 419060 Amendment # 1 to Agreement and 419060 Agreement.

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			
<i>Salary / Fringe / Supplies / Contractual</i>	\$ 117,973	10.00%	\$ 11,797		\$ 11,797

Indirect Cost Narrative:

Indirect cost calculated at 10% of Modified Total Direct Costs (MTDC):
 51,811 (salary) + 28,230 (fringe) + 12,932 (supplies) + 25,000 (Contractual) = \$117,973.00

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

Winnebago County

Name of Applicant Institution/Organization

Signature

Steve Schultz

Name of Official

Chief Financial Officer

Title

Chief Financial Officer (or equivalent)

Winnebago County

Name of Applicant Institution/Organization

Signature

Joseph Chiarelli

Name of Official

Winnebago County Chairman

Title

Executive Director (or equivalent)



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: December 7, 2023
Ordinance Title: Ordinance for Approval of Budget Amendment for River Bluff Year End Adjustments
Board Meeting Date: December 14, 2023

Budget Information:

Was item budgeted? No	Appropriation Amount: See Attached
If not, explain funding source: See Attached details	
ORG/OBJ/Project Code: River Bluff various accounts	
FY2023 Budget Impact: \$219,655	

Background Information: The Winnebago County fiscal year ended as of September 30, 2023. Accounting entries are made through the end of December for revenues and expenses that relate to activity occurring in the prior fiscal year. Upon review of accounts at the end of November, certain revenues and expenditures have exceeded budgeted amounts. Details are included in the attached documentation and vary by fund.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2023 Fiscal Year

Sponsored by:
John Butitta, Finance Committee Chairman

Finance: December 7, 2023
Lay Over: December 14, 2023
Final Vote: January 11, 2024

2023 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

Ordinance for Approval of Budget Amendment for River Bluff Year End Adjustments

WHEREAS, Winnebago County’s fiscal year ended September 30, 2023 and activity related to this time period is required to be recorded in that appropriate period per generally accepted accounting principles (GAAP). Certain revenues and expenses have exceeded budgeted amounts. This amendment will update the budget to reflect actual activity and,

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, “After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting.”

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#23-043 River Bluff Year End Amendment**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Ordinance was adopted by the County Board of the County of

Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/30/2023			AMENDMENT NO: 2023-043			
DEPARTMENT:		72500			SUBMITTED BY: Steve Schultz			
FUND#:		0401 River Bluff			DEPT. BUDGET NO. 72500 Daily Services			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
72500	43190		Daily Services - Other Prof Services	\$2,329,370	\$0	\$2,329,370	\$2,039,045	\$4,368,415
Revenue								
70500	34553		Medicaid - Contra Revenue	\$0	\$0	\$0	(\$1,350,325)	(\$1,350,325)
70500	32243		RBNH-Federal Matching	\$0	\$0	\$0	(\$380,387)	(\$380,387)
70500	32247		RBNH-QIP Revenue	\$0	\$0	\$0	(88,678)	(\$88,678)
TOTAL ADJUSTMENT:							\$219,655	
Reason budget amendment is required:								
Adjust budget to reflect actual FY23 activity								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$219,655								
Revenue Source: Adjustment to advance from the general fund								

**CLOSED SESSION TO
DISCUSS PENDING
LITIGATION**



Resolution Executive Summary

Prepared By: Lafakeria S. Vaughn
Committee: Finance Committee
Committee Date: December 7, 2023
Resolution Title: Resolution Authorizing Settlement of Pending Litigation (Vasilija Mitrovic v. Susan Goral, et al.)
County Code: Not Applicable
Board Meeting Date: December 14, 2023

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$85,000
If not, explain funding source: N/A	
ORG/OBJ/Project Code:	Budget Impact: Within budgeted amount

Background Information: Settlement of claims by the Petitioner against the Winnebago County Treasurer, as Trustee of the Indemnity Fund Established by Section 21-295 of the Illinois Property Tax Code.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: Legal review conducted by the State's Attorney's Office

Follow-Up: N/A

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

2023 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JOHN BUTITTA

**RESOLUTION AUTHORIZING SETTLEMENT OF PENDING LITIGATION
(Vasilija Mitrovic v. Susan Goral, et al.)**

WHEREAS, *Vasilija Mitrovic v. Susan Goral, County Treasurer of Winnebago County, Illinois, as Trustee of the Indemnity Fund Established by Section 21-295 of the Illinois Property Tax Code*, is a pending civil action against the Winnebago County Treasurer filed in the Seventeenth Judicial Circuit, Winnebago County, Illinois, as case number 2022 MR 430; and

WHEREAS, the Petitioner therein has agreed to settle all claims she has against the County of Winnebago's Indemnity Fund for the sum of Eighty-Five Thousand Dollars (\$85,000.00); and

WHEREAS, the Finance Committee, after having reviewed the facts and circumstances of the aforementioned case and after having conferred with the Winnebago County State's Attorney, through his assistant, has determined it is in the best interests of the citizens of Winnebago County to settle this case on the terms set forth above.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County State's Attorney is hereby authorized to settle the aforementioned lawsuit by paying the Petitioner therein the sum of Eighty-Five Thousand Dollars (\$85,000.00).

BE IT FURTHER RESOLVED, that the Winnebago County Treasurer, Winnebago County Clerk, and Winnebago County Finance Department are authorized and directed to prepare and deliver to the Winnebago County State's Attorney one or more County Warrants totaling \$85,000.00, payable as directed by the State's Attorney.

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

Respectfully submitted,

FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO

JAIME SALGADO

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois, this ____ day of _____, 2023.

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

Attested by:

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