

PUBLIC SAFETY and JUDICIARY COMMITTEE AGENDA

Called by: Burt Gerl, Chairman

Members: Aaron Booker, Brad

Lindmark, Tim Nabors, Angie Goral,

Kevin McCarthy, Dorothy Redd

DATE: WEDNESDAY, MAY 18, 2022

TIME: 5:30 PM

LOCATION: ROOM 510

COUNTY ADMINISTRATION BLDG

404 ELM STREET

ROCKFORD, IL 61101

AGENDA:

A. Call to Order

B. Roll Call

C. Approval of February 10 and 16, 2022 Minutes

D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.

E. Resolution Approving Agreements for Deferred Prosecution Program

F. Pretrial Fairness Act (PFA), Discussion

G. PSB/Family Court Center ARP Project, Discussion

H. County Safety Initiative ARP Project, Discussion

I. Future Agenda Items

J. Adjournment

Approval of Minutes

Winnebago County Board
Public Safety and Judiciary Committee Meeting
Conference Room 815
Behind County Board Room
County Courthouse
400 West State Street
Rockford, IL 61101

Thursday, February 10, 2022
5:30 PM

Present:

Burt Gerl, **Chairman**
Aaron Booker
Kevin McCarthy
Brad Lindmark
Tim Nabors
Angie Goral
Dorothy Redd

Others Present:

Pat Thompson, County Administrator
Marlana Dokken, Director, Chairman's Office of Criminal Justice
Initiatives
Dr. John Dorsey, Mercyhealth CMO (via phone)
Jim Webster, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of November 17, 2021 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Regarding Mercyhealth – Javon Bea Hospital – Rockton
- F. Other Matters
- G. Adjournment

Chairman Gerl called the meeting to order at 5:31 PM.

Motion to approve the November 17, 2021 Minutes

Moved: Mr. McCarthy, Seconded: Mr. Lindmark.

Motion passed by unanimous voice vote.

Public Comment

Chairman Gerl omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution Regarding Mercyhealth – Javon Bea Hospital – Rockton

Motion by Mr. Booker and Seconded by Mr. Lindmark.

- A discussion followed.

Mr. Gerl – There has been a proposed amendment in the first “Whereas” by Ms. Goral. “Whereas, Mercyhealth Javon Bea Hospital Rockton Avenue campus is located at 2400 North Rockton Avenue, Rockford, Illinois in Winnebago County Board District 13 and it is a regional hospital west of the Rock River area serving the majority of Rockford, Illinois, Winnebago County and surrounding Counties.”

Mr. Nabors Seconded.

Motion passed by unanimous voice vote.

Mr. Gerl – The Resolution has been amended and now the amended Resolution is before us. All those in favor of the Resolution for Mercyhealth Javon Bea Hospital.

Resolution passed by unanimous voice vote.

Other Matters

- Ms. Redd spoke about community space being offered by Javon Bea for community programs.

Motion to Adjourn. Moved: Mr. McCarthy, Seconded: Ms. Goral.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

Winnebago County Board
Public Safety and Judiciary Committee Meeting
County Administration Building
404 Elm Street, Room 510
Rockford, IL 61101

Wednesday, February 16, 2022
5:30 PM

Present:

Burt Gerl, **Chairman**
Aaron Booker
Brad Lindmark
Angie Goral

Absent:

Kevin McCarthy
Tim Nabors
Dorothy Redd

Others Present:

Marlana Dokken, Director, Chairman's Office of Criminal Justice
Initiatives
Deputy Rick Ciganek, Sheriff's Office
Ann Johns, Purchasing Director
Brett Frazier, Animal Services Director
Debbie Jarvis, 17th Circuit's Director of Court Services
Rebecca Laue, State's Attorney's Office

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – None
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Accepting Award and Authorizing Services Agreements for Smart Probation: Innovations in Supervision
- F. Resolution Accepting Award and Authorizing Service Agreement for the Violent Crime Reduction in Illinois Communities (VCRIC) Program
- G. Resolution Awarding an Agreement with Benchmark Analytics
- H. Update on Animal Services Department 2021 Operating Statistics
- I. Other Matters
- J. Adjournment

Chairman Gerl called the meeting to order at 5:35 PM.

Public Comment

Chairman Gerl omitted reading the Public Comment section of the Agenda due to no one present to speak.

Resolution Accepting Award and Authorizing Service Agreement for the Violent Crime Reduction in Illinois Communities (VCRIC) Program

Motion by Mr. Gerl and Seconded by Mr. Lindmark.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Accepting Award and Authorizing Services Agreements for Smart Probation: Innovations in Supervision

Motion by Mr. Gerl and Seconded by Mr. Booker and Ms. Goral.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Awarding an Agreement with Benchmark Analytics

Motion by Mr. Gerl and Seconded by Ms. Goral, Mr. Booker and Mr. Lindmark.

- A discussion followed.

Motion passed by unanimous voice vote.

Update on Animal Services Department 2021 Operating Statistics

- A discussion followed.

Other Matters

None

Motion to Adjourn. Moved: Ms. Goral, Seconded: Mr. Booker.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant



Resolution Executive Summary

Prepared By: J. Hanley, State's Attorney
Committee: Finance Committee
Committee Date: May 19, 2022
Resolution Title: Resolution Approving Agreements for Deferred Prosecution Program
County Code: Not applicable
Board Meeting Date: May 26, 2022

Budget Information:

Was item budgeted? No	Appropriation Amount: \$1,039,691
If not, explain funding source: Illinois Criminal Justice Information Authority	
ORG/OBJ/Project Code: 31000/Various/_____	Budget Impact: None

Background Information: The County desires to enter into agreement with the Illinois Criminal Justice Information Authority pursuant to the terms of Agreement and Budget, Exhibits A and B.

The overarching mission of the program is to make Winnebago County safer. More specifically, the program aims to: (1) hold those who commit crimes accountable for their actions (accountability) (2) reduce the probability of future criminal offending behavior (reduce recidivism); and (3) increase the effectiveness of the criminal justice system by reducing the cost of prosecuting non-violent offenders so that resources can be shifted to violent offenders thereby having a greater effect on public safety (effective resource allocation).

Recommendation: I recommend the following agreement and sub-agreements/contracts:

- | | |
|---|-------------|
| 1) Agreement with Illinois Criminal Justice Information Authority | \$1,069,691 |
| 2) Sub-award Agreement Treatment Alternatives to Safe Communities | \$ 172,210 |
| 3) Sub-award Agreement/Contract with Loyola University | \$ 79,000 |

Contract/Agreement: See attached.

Legal Review: The State's Attorney's Office has reviewed the agreement with the Illinois Criminal Justice Information Authority, sub-awards/contracts will be reviewed by the State's Attorney's Office.

Follow-Up: Not Applicable

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

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

2022 CR

**RESOLUTION APPROVING AGREEMENTS FOR DEFERRED PROSECUTION
PROGRAM**

WHEREAS, the Winnebago State's Attorney's Office has partnered with the Illinois Criminal Justice Information Authority to implement the Deferred Prosecution Program; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Award and budget, Resolution Exhibits A and B, and recommends awarding the agreements; and

WHEREAS, the Public Safety and Judiciary Committee has determined that the funding for the aforementioned shall be as follows:

31000/Various/_____

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, an Agreement with the ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY, in the dollar amount of one million thirty-nine thousand six hundred ninety-one dollars (\$1,039,691), and sub-agreements or contracts with TREATMENT ALTERNATIVES TO SAFE COMMUNITIES, in the amount of one hundred seventy-two thousand two hundred ten dollars (\$172,210), and LOYOLA UNIVERSITY in the amount of seventy-nine thousand dollars (\$79,000).

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.

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 Chief Financial Officer, and the County Treasurer.

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BURT GERL, CHAIRMAN

BURT GERL, CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

ANGIE GORAL

ANGIE GORAL

BRAD LINDMARK

BRAD LINDMARK

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

DOROTHY REDD

DOROTHY REDD

ATTESTED BY:

LORI GUMMOW

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

JOSEPH CHIARELLI

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

GRANT AGREEMENT



BETWEEN

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

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams Street, Suite 200, Chicago, Illinois 60606, and County of Winnebago (Grantee), with its principal office at 404 West Elm Street, Suite 104, Rockford, Illinois 61101-1239, and payment address at 400 West State Street, Suite 619, Rockford, Illinois 61101-1239, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that: 010243822 is Grantee's correct DUNS Number; SBEVXUKXKGK3 is Grantee's correct UEI; Grantee has an active State registration and SAM registration; and 366006681 is Grantee's correct 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 applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

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

1.2. Amount of Agreement. Grant Funds shall not exceed \$1,500,000, of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2827 and the CSFA Name is Statewide Deferred Prosecution Funding Programs. The State Award Identification Number is 2827-32749.

1.4. Term. This Agreement shall be effective on February 15, 2022 and shall expire on February 15, 2024 (the "Term"), unless terminated pursuant to this Agreement.

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

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

By: Delrice J. Adams
Delrice Adams, Executive Director
Illinois Criminal Justice Information Authority

Date: 4/27/2022

By: J. Hanley
J. Hanley, State's Attorney
County of Winnebago
statesattorney@wincoil.us

Date: 4/19/2022

By: Christy Skahill
Christy Skahill, Finance Lead
County of Winnebago
cskahill@wincoil.us

Date: 4-18-22

By: Joseph V. Chiarelli
Joseph Chiarelli, County Board Chairman
County of Winnebago
joe@wincoil.us

Date: 4/19/2022

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

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

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("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. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

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

ARTICLE III DEFINITIONS

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

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

“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 the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

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

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

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

“DUNS Number” 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.

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

“GATU” means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

“Grant” 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 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.

"Unallowable Costs" 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 IV PAYMENT

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

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

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

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

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

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

4.7. Interest.

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

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

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent

information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 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 III. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the 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 the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

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

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

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

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

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

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

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

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

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

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

7.7. 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.

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

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

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

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

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

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

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

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

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

7.9. **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).

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

(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), 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).

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

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

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

(n) **Criminal Convictions.** Grantee certifies that 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. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

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

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

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors 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 - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

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

- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

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

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

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 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.

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

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

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

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

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

13.2. Close-out Reports.

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

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

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE, 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)(1).

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

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

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

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

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

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

15.3. 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 Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(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 Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(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) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "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 Grants, Grantee is required to 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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(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 is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to 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 Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such 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 will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

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

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

ARTICLE XVIII NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose

annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

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

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. 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 shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant 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. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the 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.

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

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

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

this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV INSURANCE

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

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

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

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

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *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 entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

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

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

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

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

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

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EXHIBIT A

Office of the Winnebago County State's Attorney
Prosecutor Led Diversion (DIVERT) Program Description

I. Introduction

The purpose of this document is to provide a description of the Office of the Winnebago County State's Attorney's pilot prosecutor led diversion program, which will be referred as the DIVERT Program.

A. Background

The catalyst for the pilot DIVERT Program is funding received from Illinois' general revenue fund and administered through ICJIA.¹ While there are many factors effecting the implementation and execution of an effective diversion program, in Winnebago County, the cost of participation in its program has been a significant barrier to the program's success. Typically, diversion programs are "self-funding" and thus, when defendants are unable to pay for the program, the program cannot operate effectively and/or sustain itself. Winnebago County is an appropriate jurisdiction for the implementation of a pilot program because it has a significant crime problem and a varied population of defendant and crime types. Further, these characteristics and its size make it ripe for evaluation. The "lessons learned" can be readily applied to other jurisdictions.

The current deferred prosecution program averages between 40-60 participants at any given time, with a targeted completion date within six months of acceptance into the program. The motivation of the participant to complete the requirements is the largest variable, with some programs being satisfactorily completed within as little as seven weeks. However, restitution is almost always the most difficult requirement for the defendant to complete and delays the defendant's successful completion.

B. Program Purpose

The overarching mission of DIVERT is to make our community safer. More specifically, the program aims to: (1) hold those who commit crimes accountable for their actions (accountability) (2) reduce the probability of future criminal offending behavior (reduce recidivism); and (3) increase the effectiveness of the criminal justice system by reducing the cost of prosecuting non-violent offenders so that resources can be shifted to violent offenders thereby having a greater effect on public safety (effective resource allocation).

C. What is Diversion?

Diversion represents a range of alternatives to traditional criminal justice case processing. Individuals are "diverted" from the criminal justice system to the community, where their needs can be better met while still being held accountable for their actions. The term can also describe a non-traditional form of defendant supervision which, if completed successfully, results in a reduction of a criminal charge (i.e. from a felony to a misdemeanor).

D. What is Deferred Prosecution?

¹ Special thanks to State of Illinois Representative Maurice A. West II, 67th District and the former Winnebago County State's Attorney, Marilyn Hite-Ross. Both were instrumental in communicating the unique challenges the Winnebago County diversion program faced to the Illinois legislature and in securing the funding to support the pilot program.

Deferred Prosecution is a program which results in the avoidance of a criminal conviction. It is prosecutor driven and assumes that a criminal case is provable and there are no constitutional claims or defenses. An eligible defendant enrolls in the program and if successful, will avoid the consequences of conviction, including expungement of the case.

The DIVERT program will implement both diversion and deferred prosecution programs and will occur at the pre-trial or prosecution phase.

E. Evaluation of Program Effectiveness

A critical component of the DIVERT program is the evaluation of the program's effectiveness. It is the intention of the SAO to partner with Loyola University Chicago, Center for Urban Research and Learning and Department of Criminal Justice and Criminology to evaluate the DIVERT program. The evaluation will be similar to the evaluation of the Cook County State's Attorney's Office program which was published in 2015.² Elements of DIVERT and the manner in which it will implemented and executed have been informed by the prior Loyola University study of Cook County.

To that end, data collection will be essential to the program. It will be the responsibility of the DIVERT Coordinators to record this data.

F. Expected Challenges

1. Staffing. Even with sufficient funds to hire staff, the current lack of applicants will be a significant challenge. One advantage is that the SAO currently has a Program Coordinator and a program administrator employed and thus, does not need to hire those positions.
2. Enrollment. The criminality of those charged with crimes in Winnebago County could be a barrier. Put simply, a majority of our defendants, even misdemeanor defendants, will not be eligible based upon the criteria. The Program Coordinator will have to continually monitor the enrollment data and adjust the criteria where appropriate.
3. Future Viability. While funds will be made available for waiver of program participation fees and certain treatment/counseling, it is the goal that the program be (near) self-sustaining going forward. The funds provided by the grant will not change the reality that most defendants in Winnebago County cannot afford a participation fee – or restitution or treatment costs.
4. Measuring Efficiencies. Related to #3 above, in order to argue that we "can't afford *not* to fund the program," the efficiencies resulting from the program must be measurable and concrete. The evaluation by Loyola should aid measuring the efficiencies created.

II. Categories of Diversion Programs

Within the DIVERT program, there are three primary case type categories, each with distinct eligibility and program requirements. The programs are discussed in more detail below.³

- A. Misdemeanor/Non-Violent Felony
- B. Misdemeanor Domestic Violence
- C. Possession Gun Crimes
- A. Misdemeanors and Non-Violent Felonies

1. Charge Type

Generally, participants will be charged with non-violent crimes, for example, retail theft, criminal damage to property, and drug possession charges. In certain circumstances, first time gun possession charges can be eligible. Domestic violence charges are not included in this category.

2. Eligibility

The goal is to *not* be too restrictive in eligibility requirements. The following eligibility criteria will apply:

- a. Defendant may not be charged with or have been previously convicted of a “violent offense,” which is defined as: any offense where bodily harm was inflicted or where force was used against any person or threatened against any person; any offense involving sexual conduct, sexual penetration, or sexual exploitation; any offense of domestic violence, domestic battery, violation of an order of protection, stalking, and hate crime.
- b. Defendant may not have a prior felony conviction from any jurisdiction.
- c. Defendant may not have any pending felony cases in any jurisdiction.
- d. Defendant may not have previously participated in a Winnebago County diversion program.

The SAO may use its discretion to allow a defendant not meeting the above criteria to enroll in the program.

3. Recruitment

The SAO will have the primary responsibility for recruitment of defendant’s into the program. However, because the notification of eligibility to participate in the program is made after a defendant is charged, defense attorneys are an integral part of the recruitment process. The SAO will regularly advertise the program and educate stakeholders, specifically defense attorneys, about the program.

Each weekday, a DIVERT coordinator will review the charged cases from the prior day (or weekend). The coordinator will identify candidates for the program based upon a review of a defendant’s charge and criminal history. A letter will be addressed to the defendant which notifies him or her that he or she is likely eligible for the program. Attached to the letter will be a sample agreement. The letter will encourage the defendant to speak with his or her defense attorney about the program and will set a deadline for enrollment in the program of sixty days from his or her arrest.

The letter will not be an “offer” as to not interfere with defendants’ representation by counsel and further, it gives the coordinator or the assigned ASA the opportunity to change the SAO’s position as to eligibility – which should rarely occur.

The letter and attachments will be presented to defendants in bond court if they are still held at that time or alternatively, the letter will be mailed to defendants if an address is known.

4. Operation

A defendant is enrolled after being charged with a crime but before they have plead guilty (pre-plea). Participation in the program should last no more than 12 months. As a condition of participation, defendants will be required to sign the agreement and a written admission of the crime committed. Defendants will not be required to pay an application or enrollment fee for the program. Defendants will not have to pay for treatment or counseling while funds are available. Victims will be notified but victim approval is not required. If enrolled, the judge will be notified and asked for a date no earlier than six months from date of enrollment. The practice of monthly “status” dates will be discouraged.

5. Components

It is crucial that the requirements of the program be proportionate to the needs of defendants and the severity of the charge. For example: A "court supervision" disposition puts little to any affirmative requirements on a defendant during his or term of court supervision and if completed successfully, results in the conviction being vacated. A defendant is likely to choose such a disposition rather than the DIVERT program if it is "easier." For that reason, the requirements for successful completion of the program must be proportionate to the severity of the crime charged. In short, the requirements should be as minimal as possible and "doable." The requirements can be categorized as follows:

- a. Tier 1 (12 months)
 - (i) Not commit any additional crimes while enrolled
 - (ii) Pay restitution
 - (iii) Be employed, enrolled in school or GED program
- b. Tier 2 (within 3-6 months of enrollment)
 - (i) All Tier 1 requirements
 - (ii) Complete Assessment (such as mental health, substance abuse, etc.)
 - (iii) Attend Assessment Follow Up

Note: In this tier, participants are not required to enroll in recommended counseling or services.
- c. Tier 3: Discretionary supplemental requirements (duration as necessary but not to exceed 12 months)
 - (i) Public service work
 - (ii) Regular attendance at a community center
 - (iii) Life skills training
 - (iv) Relevant counseling based upon assessment: anger management, substance use, mental health.

6. Completion

Successful completion of the program will result in the dismissal of the pending charge(s). In addition, as part of the agreement with the defendant, the SAO agrees that it will not object to the expungement of the charged crime. An expungement packet will be provided to defendants.

B. Misdemeanors, Domestic Violence

1. Charge Type

Defendants charged with misdemeanor domestic violence crimes including domestic battery.

2. Eligibility

The defendant's pending charge cannot involve bodily injury, a weapon or the threat of the use of a weapon. There can be no evidence of strangulation. A defendant with a prior history of violations of orders of protection will not be eligible. Defendant may not have a previous conviction for a "violent offense," as defined above. Defendant may not have a prior felony conviction from any jurisdiction. Defendant may not have any pending felony cases in any jurisdiction and may not have previously participated in a Winnebago County diversion program.

3. Recruitment

The DIVERT coordinator will review domestic violence cases after the arrest of the defendant. If the coordinator believes that a defendant is eligible for the program, he or she will "flag" the file for consideration by the assigned ASA. Intimate partner domestic violence cases are all assigned to one designated courtroom and the SAO has a dedicated unit responsible for the prosecution of domestic violence cases. This will allow effective communication between the

coordinator and the two assigned misdemeanor domestic violence ASAs. The ASA will review the case and within their discretion, may offer a deferred prosecution plea offer. If an offer is made, it must be accepted within 30-60 days of tender.

While defense attorneys will be educated on the program and may advocate for their client's participation, because of the nature of the domestic violence cases, the SAO's interaction with victims, and the necessity of victim consent, the SAO will be the primary referral source for the program.

Of note, the fact that the program is post-plea may impede defendant "buy-in" as they often feel they have done nothing wrong and/or can "beat" their charge. Little can be done about this. However, this concern is mitigated somewhat because court supervision is not an available disposition for domestic battery charges and thus, defendants should be motivated to enroll and successfully complete the program to avoid a conviction.

4. Operation

The program will only be offered "post-plea." In other words, defendants will be required to plead guilty to the charged offense (ie. domestic battery) as a condition precedent to their acceptance into the program. They will also have to sign an agreement to participate in the program. Defendants will not be required to pay an application or enrollment fee for the program. Counseling fees will be waived for eligible defendants while funds are available. Victim approval is required for participation in the program. Participation in the program should last no more than 12 months.

5. Components

In light of the nature of a domestic battery charge, the primary requirement of an enrolled defendant is domestic violence counseling, known as "PAIP," Partner Abuse Intervention Program. More specifically, the PAIP program is a program designed to help individuals who use physical, sexual, and/or economic abuse to control an intimate partner. Services are offered to reduce and prevent domestic violence through education to abusers. In addition to attendance at PAIP classes, an enrolled defendant must: be employed, in school, or working towards a GED; not violate conditions of his conditional discharge, including no contact orders; not commit a crime; and pay restitution if applicable.

6. Completion

As stated above, a defendant must plead guilty to the charged crime prior to entering the program. The agreed disposition at the time of plea will be a term of 12 months "conditional discharge." If a defendant is successful with the program, before the end of the term, the conviction will be vacated. The proceeding would then be available for expungement per the parties' agreement.

If a defendant is unsuccessful in completing the program, the conviction will not be vacated. There is nothing further required of defendant or the court.

C. Possession Gun Crimes

1. Introduction

The Judges of the 17th Judicial Circuit, in partnership with the Winnebago County State's Attorney's Office, the Winnebago County Public Defender's Office, and Probation/Pre-Trial Services, will be creating a "Gun Court" in Winnebago County. It is expected to "go live" on April 1, 2022. Criminal cases in which a defendant is charged with the unlawful possession of a firearm will be assigned to the Gun Court, which will have a designated judge assigned to the court.

Defendants assigned to the Gun Court may be eligible for the Swift, Certain & Fair (SCF) pilot program. SCF is a model pilot program designed to break the cycle of violence that plagues our community by changing the behavior of young persons engaged in gun related, violent behaviors and who are least likely to be successful under traditional supervision. SCF will hold higher risk, gun involved participants accountable in order to reduce violence and fatalities, while providing them with the skills to change their criminal behavior and become law-abiding citizens. The goal of the SCF program is to reduce gun violence and improve outcomes among selected young offenders who have committed crimes in Winnebago County.

Except where otherwise stated in the plea agreement and SCF Contract, successful completion of SCF may result in the avoidance of a prison sentence, a charge reduction, a standard probation sentence, or other non-imprisonment disposition.

Conversely, except where otherwise stated in the plea agreement and SCF Contract, failure to successfully complete SCF will likely result in the imposition of a period of imprisonment.

A dedicated Judge oversees cases and makes determinations on SCF participant misconduct and violations, ensuring a swift, certain and consistent response to non-compliant behavior. To be successful, the SCF program also requires specific, dedicated prosecutors, defense counsel, and pre-trial officers. SCF is both a 'control' and cognitive-behavioral intervention model program that addresses risk, need and responsivity while recognizing the importance of changing participant criminal thinking and behavior. Further, it will seek to prioritize trauma informed cognitive-behavioral components in the program.

The model contemplates the importance of dosage and the value of productively and effectively engaging the offender in cognitive and skill-building interventions; especially for the high risk individual who is typically not otherwise actively involved in education, employment or vocational activities. SCF requires the delivery of swift, certain and proportionate responses to participant non-compliant behavior and violations of the Program. To be successful, an array of institutional and community based sanctions have been established, along with processes to assign and reassign offenders to those sanctions.

The program engages participants in Cognitive Behavioral Interventions (CBI) designed to address criminogenic factors, including criminal attitudes and thinking, criminal associates/peers, family dysfunction and chemical dependence. While the primary goal of CBI programming is to create dissonance in offender thinking (precontemplation stage of change) that will lead to behavioral change, it is also designed to engage and occupy participants who are not otherwise enrolled in education, employment or vocational training.

2. Program Description

a. Population

The following factors shall be considered for inclusion in SCF, although all need not be present:

- 18-26 years of age, male or female
- High Risk or Greatest Risk per a risk/need assessment instrument
- Arrest history
- Gang involved
- Not likely to succeed under traditional probation supervision

b. Pilot Pool

To ensure fidelity to the program model, no greater than 30 participants will be engaged in SCF during its implementation phase.

c. Duration

Participant participation in SCF will be for one (1) year.

d. Assignment to Winnebago County's Gun Court

Participants in SCF must have cases assigned to Winnebago County's Gun Court.

During the early stages of a case, ASA's and APD's will initially identify candidates for SCF. When appropriate, and likely during a "402" conference, the defendant's potential acceptance into SCF will be discussed and upon consensus of potential/likely eligibility, pre-trial services will be ordered to complete an assessment of the defendant. Absent exigent circumstances, a defendant may only be offered SCF after the assessment has been completed and the assessment determines the defendant is "high risk."

At the ASA's discretion, an offer will be made to the defendant for the avoidance of prison time in exchange for the successful completion of SCF. If accepted, the following will occur at the plea/sentencing hearing:

1. Defendant will plead guilty to both a non-probationable and a probationable offense. If both charges were not previously indicted, an information will be filed.
2. Defendant will agree to a prison sentence. For example, 5 years DOC on a UUW Felon (non-probationable) and Agg UUW (probationable).
3. Defendant's "mittimus" or sentence will be "stayed" to a date certain which will be approximately 12 months from the date of the plea. A status date will be set on that date.
4. Defendant will execute the Swift, Certain, and Fair Contract.
5. Defendant will be ordered to comply with the conditions of the Swift, Certain, and Fair Program and the other ordered conditions of bond/pre-trial release.
6. At the status date approximately 12 months later (or sooner if failure) one of the following will occur:
 - a. The defendant has failed to successfully complete SCF. The DOC sentence is imposed per the plea and Contract.
 - b. The defendant has successfully completed SCF. A motion to vacate the plea and sentencing on the non-probationable offense will be filed and granted. A motion to reconsider the sentence on the probationable offense will be filed and granted. Defendant will be sentenced to 12 months probation on the probationable charge. This will be outlined in the Contract.

a. Program Stages

- (i) Stage 1 – Participant Screening
- (ii) Stage 2 – Participant Placement, Program Commencement, SCF Contract Execution, Initial Strategic Engagement Meeting (see below) & Pretrial Supervision
- (iii) Stage 3 – Program Implementation – Pretrial Supervision, including up to six (6) months of Global Position System (GPS) Electronic Monitoring
- (iv) Stage 4 – Continued SCF Pretrial Supervision

(v) Stage 5 – Completion of SCF Program (one year)

3. SCF Program Components

a. SCF Contract

Similar to a treatment court contract, a SCF Contract has been developed and agreement shall be required prior to program participation. The SCF Contract provides offender accountability components and shall complement the Court's Order and Conditions of Bond/Pre-Trial Release.

b. Court Order & Conditions of Pretrial Release

The Court's order shall be simple, achievable, and tailored to address specific criminogenic needs.

c. GPS Electronic Monitoring

SCF participants may be assigned to an electronic monitoring program either per a Court's order and/or per the SCF Contract.

d. Nightwatch

Participants may be supervised by Pretrial's "Nightwatch Team."

e. Sanctions

The use of graduated sanctions is intended to achieve enhanced public safety by holding offenders accountable for their behavior. In the model described below, sanctions are proportionate to the severity and frequency of the violation.

SCF Violation Severity Table

Violation	Severity of 1 st	Severity of 2 nd	Severity of 3 rd +
New Arrest	High	High	High
Possession of Weapon(s)	High	High	High
Possession of Contraband	High	High	High
Deny Access to Residence/Search	High	High	High
Failure to Comply GPS Monitoring	High	High	High
Missed Court Appearance	High	High	High
Leave Jurisdiction without Permission	High	High	High
Violation of any Order of Protection	High	High	High
Failure to Comply with Curfew	Medium	High	High
Failure To Comply w/ Community Service	Medium	High	High
Failure To Notify of Arrest	Medium	High	High
Contact w/ Prohibited Person(s)	Medium	Medium	High
Failure To Participate in Treatment	Medium	Medium	High
Positive Drug Screen	Low	Medium	High
Change Residence without Notice	Low	Medium	High
Failure to Engage in Educational/Vocational Program	Low	Medium	High

SCF Response to Violations Table

Low Severity Options	Medium Severity Options	High Severity Options
Probation Citation	Probation Citation	Immediate VOP Arrest
Verbal Reprimand	1-2 Days SC&F Confinement	Probation Citation
Court Verbal Reprimand	Community Service – 4-12 hours	Min. 2 Days SC&F Confinement
Court Sanction / Court Observation	Increase Drug Testing	Community Service – 8-16 hours
Increase Reporting	Increase Reporting	Refer to Substance Abuse Prog.
Increase Drug Testing	Accountability Letter	Extend or Reinstate GPS Monitoring
Accountability Letter	Residential Placement	Reinstate Curfew
Community Service – 4-8 hours	*Attend Day Reporting Program	Residential Placement
Attend Day Reporting Program	Warrant	Warrant
Warrant		

f. Incentives

The use of incentives is intended to achieve enhanced public safety by reinforcing positive behavior. Incentives shall be frequent, individualized and meaningful to the participant, based on the case plan and the participant's needs. Reward-related behavior includes:

- Engagement in victim restoration activities
- Finding and retaining employment
- Engagement in educational or vocational training activities
- Successful program participation and engagement
- Engagement in pro-social community activities

Examples of incentives include:

- Praise: ongoing verbal praise and recognition by the Pretrial Officer
- Certificates: formal, framed Certificates issued to acknowledge completion of educational, vocational and other programming.
- Curfew/GPS Relaxation: adjustments to curfew hours or 'stay away' provisions, increased ability to leave one's residence while still under GPS monitoring, reduction in GPS monitoring duration.
- Tangible Rewards: bus passes, interview clothing, treatment co-payments, tuition or other rewards relating to success.

EXHIBIT B
DELIVERABLES OR MILESTONES

Task	Staff Responsible	Date Task Will be Completed
SAO Draft Budget	Director, Chairman's Office of Criminal Justice Initiative	1/10/22
SAO Develop Performance Measures	State's Attorney/ Director, Chairman's Office of Criminal Justice Initiative	1/10/22
SAO Finalize Plan, Complete Narrative	State's Attorney/ Director, Chairman's Office of Criminal Justice Initiative	01/10/22
SAO Submit plan to ICJIA	State's Attorney	01/10/22
SAO Post / Interview Clinician; Program Coordinator	State's Attorney	01/30/22
SAO Draft Exec Summary/Resolution; Present for Board approval	State's Attorney	01/30/22
SAO Draft subaward agreements	State's Attorney /Grants Compliance Specialist	01/15/22
SAO Create space for Coordinator, Clinician, and TASC Navigator	State's Attorney	02/18/22
SAO Hire/Reassign Program Coordinator	State's Attorney	02/15/22
SAO Hire Clinician	State's Attorney	02/15/22
SAO ORAS Training	Clinician/Program Coordinator	02/28/22
SAO Thinking 4 Change Training	Clinician/Program Coordinator	02/28/22
WINNEBAGO COUNTY ADMINISTRATION Hire/Transfer Grants Compliance Specialist	Director, Chairman's Office of Criminal Justice Initiative	02/15/22
WINNEBAGO COUNTY ADMINISTRATION Develop Fiscal and Data Reporting templates for Subawards	Grants Compliance Specialist	02/28/22
WINNEBAGO COUNTY ADMINISTRATION Develop Financial	Grants Compliance Specialist	02/28/22

Mgmt Record for Project ADMINISTRATION		
COURT SERVICES (GUN COURT) Hire/Transfer Dedicated PO	Director of Court Service	03/01/22
COURT SERVICES (GUN COURT) Assign .5 PM Supervisor	Director of Court Service	03/01/22
COURT SERVICES (GUN COURT) Assign .5 Assessment Specialist	Director of Court Service	03/01/22
COURT SERVICES (GUN COURT) Develop process for RIC referral	Director of Court Service	03/01/22
COURT SERVICES (GUN COURT) Implement GPS Monitoring	Director of Court Service	03/01/22
TASC Post/Interview 2 Navigator Positions	Board Certified Interventionist	01/30/22
TASC Hire Misdemeanor Navigator	Board Certified Interventionist	02/15/22
TASC Hire Gun Court Navigator	Board Certified Interventionist	02/15/22
TASC Thinking 4 Change Training	Navigators	02/28/22
TASC ORAS Training	Navigators	02/28/22
Provide monthly fiscal reports (required)	Grants Compliance Specialist	15 th of the following reporting month
Provide quarterly data progress reports via Qualtrics (required)	Grants Compliance Specialist	15 th of the month following end of quarter
Submit quarterly electronic data via secure server (required)	Grants Compliance Specialist	15 th of the month following end of quarter
Submit close-out report to ICJIA	Grants Compliance Specialist	March 2024

EXHIBIT C

PAYMENT

Grantee shall receive a maximum of \$1,500,000 under this Agreement.

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, E, F, and G. 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. The maximum amount of federal funds payable under this agreement is dependent on the performance of Grantee in accordance with 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.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Cortisa Evans
Title: Criminal Justice Specialist
Address: 300 W. Adams Chicago, IL 60606
Phone: (312)814-5837
TTY#:(312)793-4170
Fax#: (312)793-8422
E-mail Address: cortisa.evans@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
E-mail Address: MDokken@wincoil.us

EXHIBIT E
PERFORMANCE MEASURES

Goal: Reduce criminal offending by diverting individuals with misdemeanor offenses	
Process Objectives	Performance Measures
Process 300 referrals to DIVERT	# referred to DIVERT
Enroll 100 individuals into DIVERT	# enrolled in DIVERT annually (# quarterly)
Complete 90 DIVERT individual assessments	# Assessments completed Average completion time of assessments = # days from enrollment
Develop program requirements for 20 participants	# referred for Anger Management # referred for substance use treatment # referred for mental health treatment # referred for other counseling # referred for public service # completed/# incomplete public service # referred for Life Skills Training
60 complete program within 12 months	Avg. days in program = #
Outcome Objectives	Performance Measures
50% complete program requirements	##% completed program requirements ##% revoked for re-offending ##% failure to complete requirements ##% completed but failed to pay restitution
98% of successful program participants begin expungement process	##% of successful program participants accepting expungement packet

Goal: Reduce criminal offending by diverting individuals with misdemeanor domestic violence offenses	
Process Objectives	Performance Measures
Process 50 referrals to DIVERT	# eligible to DIVERT # eligible for DIVERT but unable to locate victim for consent
Enroll 30 individuals into DIVERT	# enrolled in DIVERT annually (5 quarterly)
Complete 18 DIVERT individual assessments	# Assessments completed Average completion time of assessments < # days from date of enrollment
Develop program requirements for 30 participants	# referred to PAIP # completed PAIP # referred for Anger Management # completed Anger Management # referred for substance use treatment # completed substance use treatment # referred for mental health treatment # completed mental health treatment # referred for other counseling # completed counseling # referred for public service # completed public service # referred for Life Skills Training # completed Life Skills Training
20 complete program within 12 months	Avg. days in program = #
Outcome Objectives	Performance Measures
10 complete program requirements	# completed program requirements # revoked for re-offending of violation of no contact orders # failure to complete requirements # completed but failed to pay restitution
10 begin expungement process	##% of successful participants accepted expungement packet

Goal: Reduce criminal offending by diverting individuals charged with felony gun possession charges	
Process Objectives	Performance Measures
Process 50 assessed for SC&F	## assessed for participation in Swift, Certain, and Fair Program.
Enroll 20 individuals into SC&F	# enrolled in SC&F annually (5 quarterly)
Complete 20 SC&F individual assessments	# participant Assessments completed Average completion time of assessments in days < # days from judge's order
Develop program requirements for 20 participants* The conditions of the SC&F Program will be dictated by judge and pretrial services. While we will require monitoring per grant award, the exact conditions are out of SAO's control.	# referred to court for sanctions # referred to TI-CBT # completed TI-CBT # referred for substance use treatment # completed substance use treatment # referred for mental health treatment # completed mental health treatment
Enroll 15 in GPS Monitoring	# enrolled in GPS Monitoring

	Avg days on GPS Monitoring = #
12 complete program within 12 months	#% of participants complete or fail within 365 days of plea
Outcome Objectives	Performance Measures
10 complete program requirements	# completed program requirements # revoked for re-offending # failure to complete requirements
10 diverted from prison	# ultimately diverted # revoked to IDOC

EXHIBIT F
PERFORMANCE STANDARDS

See Exhibit E

EXHIBIT G

SPECIFIC CONDITIONS

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

2.

SPECIFIC CONDITIONS	
ICQ Section:	03-Financial and Regulatory Reporting (2 CFR 200.327)
Conditions:	Requires more detailed reporting;
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix:	Implementation of new or enhanced system, mitigating controls or a combination of both.
Timeframe:	One year.

ICQ Section:	06-Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Risk Explanation:	Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.
How to Fix:	Completion of corrective action plan implementation.
Timeframe:	When corrective action is complete.

ICQ Section:	08-Property Standards (2 CFR 200.310 - 316)
Conditions:	Requires additional prior approvals;
Risk Explanation:	Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.
How to Fix:	Implementation of corrective action including new or enhanced controls over equipment and property.
Timeframe:	One year from the implementation of corrective action.

3. High Risk: Project leader will have 1 on 1 meeting with Grant Specialist within 3 months of hire to ensure compliance with scope of services required under this program.
4. Medium Risk: Within 12 months of grant execution, grantee will complete and implement written procedures for utilizing periodic performance reports to better communicate program outcomes.
5. Medium Risk: Within 12 months of grant execution, grantee will complete and implement performance measurements that tie to financial data.
6. Medium Risk: Within 6 months of grant execution, grantee will provide ICJIA with audit report detailing instances of non-compliance. Grantee will demonstrate that all instances of non-compliance have been resolved or develop a corrective action plan to resolve any remaining instances of non-compliance.

7. High Risk: Within 3 months of grant execution, grantee will develop and/or implement written procedures to ensure programmatic expenses are reasonable, necessary, and prudent. Grantee will submit all procedures and documentation of implementation.
8. High Risk: Within 3 months of grant execution, grantee will develop and/or implement written procedures to ensure programmatic expenses are allowable. Grantee will submit all procedures and documentation of implementation.
9. Grantee agrees to all comply with all of the terms and conditions required by the Department of Transportation as a result of Grantee's Internal Controls Questionnaire.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

27. Definitions

“Authority” means the Illinois Criminal Justice Information Authority.

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

29. Commencement of Performance.

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

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

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

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

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

31. Reporting and Evaluation Requirements.

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

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

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

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

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

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

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

32. Timekeeping.

32.1. 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 a Personnel Activity Report (PAR) that accurately reflects the time the employee spends performing the program and any other duties. The PAR must:
 - 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
 - 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
 - 3. be prepared at least monthly and coincide with one or more pay periods;
 - 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
 - 5. be supplemented with daily attendance timesheets.
- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
 - 1. include an after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
 - 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
 - 3. be supplemented with daily attendance timesheets.

32.2. 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.

32.3. 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.

32.4. All time keeping documentation and certifications shall be made available for inspection during site visits and upon request by Grantor.

32.5. 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 complete PARs as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.

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

34. Failure to File in a Timely Fashion.

34.1. In order to preclude the possibility of lapsing of funding, Grantor requires the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress reports and all reports included in the closeout materials. Monthly fiscal reports are due no later than the 15th of each month. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. The final date for submission for all of the closeout material reports is 15 days after the end of the grant period.

34.2. 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.

35. Procurement Requirements and Requests for Proposals.

35.1. 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), 2 CFR 200.319, 320 and Part I, 22.3.

35.2. 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.

35.3. 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.

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

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

36. Sub-contracting.

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

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

36.3. 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.

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

37. Sub-Granting.

37.1 Sub-Grantee Monitoring.

a. Grantee will monitor sub-grantees to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the sub-award. Grantee will ensure that all sub-grantees comply with Grant Accountability and Transparency Act (30 ILCS 708/1 et al.) and 2 CFR 200 requirements. Approval of a sub-grantee does not relieve Grantee of its obligation to assure performance under this Agreement.

b. Sub-grantees are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all sub-grantees.

c. Grantee will require all sub-grantees to submit, at a minimum, quarterly data and fiscal reports to Grantee.

d. As Grantee awards each sub-grant, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a sub-grantee shall be submitted to Grantor along with verification of the corrective action.

37.2 Any sub-grant under this Agreement shall be subject to Grantor-approval, specified by written contract, and subject to all terms and conditions contained in this Agreement. If the use of a sub-grantee is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is sub-granted as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written sub-grant agreement. Grantee will ensure that all sub-grantees comply with the requirements to obtain a DUNS number and to register with SAM.gov. Prior to the execution of its grant agreement, Grantee will submit their sub-grantee

monitoring protocol to Grantor for approval.

37.3 Prior to awarding sub-grants, Grantee shall submit to Grantor selected sub-grantees for approval. Grantor reserves the right to deny a sub-grantee, impose additional conditions to the sub-grant, or reduce the amount of the sub-grant. Grantee shall submit to Grantor the funded amount, a site visit schedule, and notification of monitoring provisions for each sub-grant upon execution of the sub-grant agreement.

37.4 Grantee shall use a competitive bidding process for the selection of any sub-grantee not specifically named in this Agreement pursuant to GATA rules.

37.5 Grantee shall conduct a programmatic risk assessment of every sub-grantee that receives a sub-award through this Agreement.

37.6 Grantee will evaluate each sub-grantee's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a sub-grantee, if appropriate.

37.7 Grantee will make fiscal and programmatic technical assistance available to all sub-grantees, and may also be required to attend trainings hosted by Grantor.

37.8 All unspent sub-grant funds will be returned by Grantee to Grantor within 30 days after the end of each sub-grantee's period of performance.

37.9 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the sub-grantee by Grantee.

37.10 Grantor is not responsible for the performance, acts, or omissions of any sub-grantee.

38. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Said policy is available upon Grantee request. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provision, grantees must maintain records of both the cost of the food provided and the program participant who received it.

39. 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.

40. Copyrights and Patents.

40.1. 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.

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

41. Management and Disposition of Equipment and Commodities.

41.1. 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.

41.2. 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.

41.3. 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.

41.4. 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.

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

43. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements:

- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.

- (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
- (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
- (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
- (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
- (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
- (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. See 2 CFR 200.302.
- (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

44. Publications.

44.1. In addition to the requirements of Part I, Article 23, Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

44.2 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.

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

44.4. All publications shall supplement the language required by Part I, Article 23 with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

44.5. 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.

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

45. Reporting Grant Irregularities.

45.1. 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, fiscal and programmatic, and the misappropriation of funds or other assets.

45.2. Grantee shall inform any sub-recipient of Grantor's grant funds that the sub-recipient is similarly obligated to report irregularities.

45.3. 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.

45.4. 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.

45.5. 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.

45.5. 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.

45.6. 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
300 W. Adams Suite 200
Chicago, IL 60606
CJA.OGCreport@illinois.gov

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

46.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, sub-contractor, or sub-grantee has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

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

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
300 W. Adams Suite 200
Chicago, IL 60606
CJA.OGCreport@illinois.gov

47. Crimes of Dishonesty. Grantee shall notify Grantor if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.
48. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII). Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of this grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
49. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, 22.1, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
50. Safeguarding Constitutional Protections Related to Religion
- 50.1 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.
- 50.2 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.
51. 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.

52. Background Checks for youth programs. Background checks are required for all program staff, independent contractors and volunteers, including those of subgrantees and subcontractors, who have direct contact with youth (under 18 years) before hiring or before working on the program. Grantee must have a written protocol on file requiring 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

53. Project Monitoring and Evaluation.

53.1. 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.

53.2. 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.

53.3. 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.

54. 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.
55. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government**
56. Judgement Certification. Grantee certifies it has not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or felony criminal matter against the Grantee, or any entity associated with its principals or key personnel. Grantee shall also notify Grantor of any such judgments, indictments, and criminal or civil charges, by a government entity (federal, state or local) that occur during the period of the performance of this agreement.
- Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, type of conviction and date of conviction.
57. 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 – THE PROJECT-SPECIFIC TERMS

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

58. Supplanting. Grantee certifies that funds made available under this Agreement will not be used to supplant/replace State, local, or other funds that would otherwise be made available to Grantee for purposes related to this program. Grantee certifies that funds made available under this Agreement will be used to supplement/increase existing funds for such purposes.
59. Expenditure Evaluation. The Grantor shall evaluate the amount of unexpended funds remaining and the maximum amount of funds needed to continue the grant. Based on this evaluation, the Grantor, at its sole discretion, may reduce the grant award by an amount it deems appropriate.
60. ICJIA Quarterly Data Submission. Grantee certifies that it will submit quarterly data electronically as outlined in the ICJIA data submission documents.
61. Gift Cards. If Grantee choose to include gift cards as part of their Budget, the following conditions must be adhered to:
 - a. Grantee must detail their method of tracking the use of gift cards;
 - b. Grantee must keep an inventory of who received a gift card and when;
 - c. Grantee must collect and save receipts for purchased gift cards;
 - d. Grantee must maintain the receipts in the same manner as other records; and
 - e. At the end of the fiscal year, Grantee must include in their closeout materials, a spreadsheet detailing each gift card purchase.
62. Match. No match is required for this Agreement.
63. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred and paid from December 1, 2021, until the execution of the contract, and must be in accordance with the final approved program budget. ICJIA has the right and obligation to review supporting documentation for all pre-award incurred and paid costs that are submitted for reimbursement on an invoice from grantees. Cost that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

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EXHIBIT B

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Winnebago		DUNS#: 010243822		NOFO ID:	Grant #: 162204
CFSA Number: 546-00-2827		CSFA Short Description: Statewide Deferred Prosecution Funding Programs		State Fiscal Year(s): SFY22	Project Period: 02/15/2022-02/15/2024
All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.					
SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS					
Revenues		Year 1			
(a). State of Illinois Grant Amount Requested		1,039,691			
BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		Year 1			
1. Personnel (Salaries & Wages) 200.430		\$ 378,559			
2. Fringe Benefits 200.431		\$ 196,285			
3. Travel 200.474		\$ -			
4. Equipment 200.439		\$ -			
5. Supplies 200.94		\$ 137,568			
6. Contractual Services (200.318) & Subawards (200.92)		\$ 251,210			
16. Total Direct Costs (lines 1-15) 200.413		\$ 963,622			
17. Indirect Costs* (see below) 200.414					
Rate: 10 % Base: \$695,955		\$ 76,069			
18. Total Costs State Grant Funds (lines 16 and 17)		\$ 1,039,691			

SECTION - A (continued) Indirect Cost Rate Information

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

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

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

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

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

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

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

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

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

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

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

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

The Restricted Indirect Cost Rate is _____ %

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

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

Period Covered by the NICRA: _____

Approving Fed/State Agency (please specify): _____

The Indirect Cost Rate is: 10.0%

The Distribution Base is: 695,955.00

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Winnebago	DUNS#: 010243822	NOFO ID:	Grant #: 162204
CFSA Number: 546-00-2827	CSFA Short Description: Statewide Deferred Prosecution Funding Programs	State Fiscal Year(s): SFY22	Project Period: 02/15/2022- 02/15/2024

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

(2 CFR 200.415)

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

Implementing Agency

Program Agency

County of Winnebago

Name of Applicant Institution/Organization

Christy Skahill
Signature

Christy Skahill

Name of Official

Finance Lead

Title

4-18-22

Date of Signature

County of Winnebago

Name of Applicant Institution/Organization

Joseph V. Chiarelli
Signature

Joseph Chiarelli

Name of Official

County Board Chairman

Title

4/19/2022

Date of Signature

Winnebago County State's Attorney's

Institution/Organization

J. Hanley
Signature

Joseph Hanley

Name of Official

Winnebago County State's Attorney

Title

4/19/2022

Date of Signature

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

Applicant Certification

Section C - Budget Worksheet & Narrative

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

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

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Specify Yr., Mo., or Hr.)	% of Time or % of Grant Funded Salary	Quantity (based on Yr/Mo/Hr)			
STATES ATTORNEYS OFFICE								
TBD	SAO Program Coordinator	\$ 55,000	year	100.00%	1.00	\$ 55,000		\$ 55,000
TBD	SAO Program Clinician	\$ 75,000	year	100.00%	1.00	\$ 75,000		\$ 75,000
TBD	SAO Admin	\$ 55,000	year	100.00%	1.00	\$ 55,000		\$ 55,000
TBD	SAO Navigator 1 (placeholder)	\$ 55,000	year	100.00%	1.00	\$ 55,000		\$ 55,000
TBD	SAO Navigator 2 (placeholder)	\$ 55,000	year	100.00%	1.00	\$ 55,000		\$ 55,000
COURT SERVICES								
TBD	Supervising Probation Officer	\$ 42,309	year	100.00%	1.00	\$ 42,309		\$ 42,309
COUNTY ADMINISTRATION								
TBD	Grants Compliance Specialist	\$ 55,000	year	75.00%	1.00	\$ 41,250		\$ 41,250
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
Total						\$ 378,559.00	\$ -	\$ 378,559.00

Personnel Narrative:

Costs based on cost of living and job roles.

STATES ATTORNEYS OFFICE

- **SAO Program Coordinator** –responsible for day-to-day operations, initial intakes and referrals 55000 (salary) @ 100% = \$55,000 year
- **SAO Program Clinician** – responsible for clinical assessments, one-on-one counseling, and group therapy. 75000 (salary) @ 100%
- **SAO Admin** –responsible for administrative functions, including managing data, and working with County Administration to ensure data and financial reporting is in

compliance. 55000 (salary) @ 100% = \$55,000 year

- **SAO Navigator 1 (placeholder)** - responsible for Navigator services for Misdemeanor and Gun Court. This is a feet-on-the -streets position and includes attending workshops with client, group therapy and working with the States Attorney's Office program staff and Court Services. 55,000 (salary)- @ 100%
- **SAO Navigator 2 (placeholder)** - responsible for Navigator services for Misdemeanor and Gun Court. This is a feet-on-the -streets position and includes attending workshops with client, group therapy and working with the States Attorney's Office program staff and Court Services. 55,000 (salary)- @ 100%

COURT SERVICES - GUN COURT

- **Supervising Probation Officer** – The Probation Officer will work as an agent of change with the participant. The Officer will utilize Core Correction Practice strategies in their intensive interactions with the participants to facilitate behavioral change. The Officer will target the current factors that put the participant at risk for future criminal behavior. 42,309 (salary) @ 100%

COUNTY ADMINISTRATION

- **Grants Compliance Specialist**– The Grants Compliance Specialist will be responsible for all activity related to a pass through for internal and contracted partners - ensuring data, financial, and contractual compliance; data, financial, and other reports due over the course of the funding period; ensuring payment for subcontracted services. 55,000 (salary) @ 75% (time spent on project) = \$41,250.00

Section C - Budget Worksheet & Narrative

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

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

Name	Position	Fringe Costs						Federal/State Amount	Match	Total Cost
		Calculated Salary	FICA	Retirement	Other (Please specify)	Other (Please Specify)				
			7.6500%	4.9300%	Health	Life				
STATES ATTORNEYS OFFICE										
TBD	SAO Program Coordinator	\$ 55,000	\$ 4,208	\$ 2,712	\$ 22,022	\$ 2	\$ 28,943		\$ 28,943	
TBD	SAO Program Clinician	\$ 75,000	\$ 5,738	\$ 3,698	\$ 22,022	2	\$ 31,459		\$ 31,459	
TBD	SAO Admin	\$ 55,000	\$ 4,208	\$ 2,712	\$ 22,022	2	\$ 28,943		\$ 28,943	
TBD	SAO Navigator 1 (placeholder)	\$ 55,000	\$ 4,208	\$ 2,712	\$ 22,022	2	\$ 28,943		\$ 28,943	
TBD	SAO Navigator 2 (placeholder)	\$ 55,000	\$ 4,208	\$ 2,712	\$ 22,022	2	\$ 28,943		\$ 28,943	
COURT SERVICES										
TBD	Supervising Probation Officer	\$ 42,309	\$ 3,237	\$ 2,086	\$ 22,022	2	\$ 27,347		\$ 27,347	
COUNTY ADMINISTRATION										
TBD	Grants Compliance Specialist	\$ 41,250	\$ 3,156	\$ 2,034	\$ 16,517	2	21707		\$ 21,707	
							\$ 196,285	\$ -	\$ 196,285	

Fringe Narrative:

STATES ATTORNEYS OFFICE FRINGE

SAO Program Coordinator – 4208 (FICA) + 2712 (Retirement) + 22022 (Health) + 2.20 (Life) = 28,943 total fringe
 SAO Program Clinician – 5738 (FICA) + 3698 (Retirement) + 22022 (Health) + 2.20 (Life) = 31,459 total fringe
 SAO Admin – 4208 (FICA) + 2712 (Retirement) + 22022 (Health) + 2.20 (Life) = 28,943 total fringe
 SAO Navigator 1 (placeholder) - 4208 (FICA) + 2712 (Retirement) + 22022 (Health) + 2.20 (Life) = 28,943 total fringe
 SAO Navigator 2 (placeholder) - 4208 (FICA) + 2712 (Retirement) + 22022 (Health) + 2.20 (Life) = 28,943 total fringe

COURT SERVICES FRINGE - GUN COURT FRINGE

Supervising Probation Officer – 3237 (FICA) + 2086 (Retirement) + 22022 (Health) + 2.20 (Life) = 27,346 total fringe

COUNTY ADMINISTRATION FRINGE

Grants Compliance Specialist – 3156 (FICA) + 2034 (Retirement) + 16517 (75% of 22022, Health) + 1.65 (75% of 2.20, Life) = 23,427 total fringe

Section C - Budget Worksheet & Narrative

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

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

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

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips			
										\$ -
										\$ -
										\$ -
Total								\$ -	\$ -	\$ -

Travel Narrative:

Section C - Budget Worksheet & Narrative

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

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

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

Equipment Narrative:

Section C - Budget Worksheet & Narrative

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

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

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/ Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
STATES ATTORNEYS - SUPPLIES						
Case Mgmt System	12	\$ 160.00	100%	\$ 1,920.00		\$ 1,920.00
Case Mgt System Implementation / Custom Reports	1	\$ 10,000.00	100%	\$ 10,000.00		\$ 10,000.00
Laptop	4	\$ 1,800.00	100%	\$ 7,200.00		\$ 7,200.00
Desktop	1	\$ 1,588.00	100%	\$ 1,588.00		\$ 1,588.00
Software for laptops and desktop (Adobe)	5	\$ 406.00	100%	\$ 2,030.00		\$ 2,030.00
Software for laptops and desktop (Microsoft)	5	\$ 300.00	100%	\$ 1,500.00		\$ 1,500.00
Mouse/Keyboard Set	1	\$ 31.00	100%	\$ 31.00		\$ 31.00
Mouse (laptops)	4	\$ 15.00	100%	\$ 60.00		\$ 60.00
Additional RAM	5	\$ 43.00	100%	\$ 215.00		\$ 215.00
Laptop Case	4	\$ 25.00	100%	\$ 100.00		\$ 100.00
Desk with return and pedestals	2	\$ 1,120.00	100%	\$ 2,240.00		\$ 2,240.00
Office Supplies	5	\$ 100.00	100%	\$ 500.00		\$ 500.00
Zoom Pro License	3	\$ 150.00	100%	\$ 450.00		\$ 450.00
Desk Phone	2	\$ 350.00	100%	\$ 700.00		\$ 700.00
Navigator Cell Phone	2	\$ 700.00	100%	\$ 1,400.00		\$ 1,400.00
COURT SERVICES - SUPPLIES						
Bullet Proof Vest	1	\$ 750.00	100%	\$ 750.00		\$ 750.00
Zoom License	1	\$ 150.00	100%	\$ 150.00		\$ 150.00
Chair	1	\$ 250.00	100%	\$ 250.00		\$ 250.00
Desk w/pedestal + Return w/pedestal	1	\$ 1,120.00	100%	\$ 1,120.00		\$ 1,120.00
Chair Mat	1	\$ 65.00	100%	\$ 65.00		\$ 65.00
Printer	1	\$ 250.00	100%	\$ 250.00		\$ 250.00
Scanner	1	\$ 988.00	100%	\$ 988.00		\$ 988.00
Computer	1	\$ 1,588.00	100%	\$ 1,588.00		\$ 1,588.00
Laptop	1	\$ 1,800.00	100%	\$ 1,800.00		\$ 1,800.00
Software, equal to or greater than Adobe	2	\$ 406.00	100%	\$ 812.00		\$ 812.00
Software, equal to or greater than Microsoft	2	\$ 300.00	100%	\$ 600.00		\$ 600.00
Mouse for laptop	1	\$ 15.00	100%	\$ 15.00		\$ 15.00
Mouse/Keyboard Set	1	\$ 31.00	100%	\$ 31.00		\$ 31.00
Phone (includes license)	1	\$ 350.00	100%	\$ 350.00		\$ 350.00
Radio	1	\$ 8,216.00	100%	\$ 8,216.00		\$ 8,216.00
Drug testing (20 ppl - 2x/wk 6 panel)	1	\$ 32,656.00	100%	\$ 32,656.00		\$ 32,656.00
Incentives	50	\$ 20.00	100%	\$ 1,000.00		\$ 1,000.00
Electronic Monitoring (placeholder, waiting for #'s)	1	\$ 53,775.00	100%	\$ 53,775		\$ 53,775
COUNTY ADMINISTRATION - SUPPLIES						
Desktop	1	\$ 1,588.00	100.00%	\$ 1,588		\$ 1,588
Software, equal to or greater than Adobe	1	\$ 406.00	100.00%	\$ 406.00		\$ 406.00
Software, equal to or greater than Microsoft	1	\$ 300.00	100.00%	\$ 300.00		\$ 300.00
Mouse/Keyboard Set	1	\$ 31.00	100.00%	\$ 31.00		\$ 31.00
Desktop Phone	1	\$ 350.00	100.00%	\$ 350.00		\$ 350.00
Office Supplies	1	\$ 500.00	100.00%	\$ 500.00		\$ 500.00
Additional RAM	1	\$ 43.00	100.00%	\$ 43.00		\$ 43.00
						\$ -
Total				\$ 137,568	\$ -	\$ 137,568

Supplies Narrative:

Costs are based off of purchases for other County projects recently implemented.

STATES ATTORNEYS - SUPPLIES

- **Case Mgmt System:** To be used by 5 program staff to record participant activity. 5 (licenses) x 40 (cost/mo) = 16 (mo) x 12 (mo) = \$1920.00
- **Case Mgmt System Implementation / Custom Program Reports:** To cover implementation costs and create program specific reports. \$10000.00 (one-time fee)
- **Laptop for Coordinator, Clinician, and Navigators:** Laptops are a one-time purchase to be used to complete the required documentation related to programming. 4 (quantity) x 1800 (one-time expense cost) = \$7,200
- **Desktop for Program Admin:** This desktop is a one-time purchase to be used to complete the required documentation related to programming. 1 (quantity) x 1,588 (one-time expense) = \$1588.00
- **Software for laptops and Desktop (equal to or greater than Adobe)** software is a one-time purchase to be installed on the desktop and laptops for viewing and editing Adobe documents. \$406 (one-time expense) x 5 (quantity) = \$2030.00
- **Software for laptops and Desktop (equal to or greater than Microsoft)** software is a one-time purchase to be installed on the desktop and laptop for creating documents \$300 (one-time expense) x 5 (quantity) = \$1500.00
- **Mouse/Keyboard Set** is needed for desktop \$31 (one-time expense) x 1 (quantity) = \$31.00
- **Mouse** is needed for laptops \$15.00 (one-time expense) x 4 (quantity) = \$60.00
- **Additional RAM (8 GB)** is needed to meet our required specifications for laptop and desktops 43.00 (one-time expense) x 5 (quantity) = \$215.00
- **Laptop Case** will be used to safely store the laptop when not in use or when in transit for remote work. \$25 (one-time expense) x 4 (quantity) = \$100.00
- **Desk with return and pedestals** will be used by Program Admin and Clinician to conduct program business. \$1120 (one-time expense) x 2 (quantity) = \$2240.00
- **Office Supplies:** These office supplies may include a one-time purchase of a chair mat, waste basket, recycle bin, stapler, and tape dispenser for SAO program staff. \$100 (one-time expense) x 5 (quantity) = \$500
- **Zoom Pro License** is an annual purchase to be used to attend and schedule Zoom Meetings and to facilitate virtual and/or hybrid programming as need. \$150 (per year) x 3 (licenses) = \$450
- **Desk Phone** is required for Program Admin and Clinician 2 (quantity) x 350 (one-time expense) = \$700.00
- **Navigator Cell Phone** is required for mobile Navigator position 2 (quantity) x 700 (one-time expense) = \$1400.00

COURT SERVICES - SUPPLIES

- **Bullet Proof Vest** will be used by Supervising Probation Officer to conduct home visits \$700 (one-time expense) x 1 (quantity) = \$700.00
- **Zoom Pro License** is an annual purchase to be used to attend and schedule Zoom Meetings and to facilitate virtual and/or hybrid programming as need. \$150 (per year) x 1 (license) = \$150
- **Chair** will be used by Supervising Probation Officer to conduct program business 250 (one-time expense) x 1 (quantity) = \$250.00
- **Desk with return and pedestals** will be used by Supervising Probation Officer to conduct program business. \$1120 (one-time expense) x 1 (quantity) = \$1120.00
- **Chair Mat** will be used by Supervising Probation Officer to conduct program business. 65 (one-time expense) x 1 (quantity) = \$65.00
- **Printer** will be used by Supervising Probation Officer to conduct program business. 250 (one-time purchase) x 1 (quantity) = \$250.00
- **Scanner** will be used by Supervising Probation Officer to conduct program business. 988 (one-time purchase) x 1 (quantity) = \$988.00
- **Computer** will be used by Supervising Probation Officer to conduct program business. 1588 (one-time purchase) x 1 (quantity) = \$1588.00
- **Laptop** will be used by Supervising Probation Officer to conduct remote program business. 1800 (one-time expense) x 1 (quantity) = \$1800.00
- **Software for computer (equal to or greater than Adobe)** software is a one-time purchase to be installed on the computer for viewing and editing Adobe documents. \$406 (one-time expense) x 2 (quantity) = \$812.00
- **Software for Computer (equal to or greater than Microsoft)** software is a one-time purchase to be installed on computer for creating documents \$300 (one-time expense) x 2 (quantity) = \$600.00
- **Mouse/Keyboard Set** is needed for desktop \$31 (one-time expense) x 1 (quantity) = \$31.00
- **Mouse** is needed for laptops \$15.00 (one-time expense) x 1 (quantity) = \$15.00
- **Phone (includes license)** is required for Supervising Probation Officer to conduct program business. 1 (quantity) x 350 (one-time expense) = \$350.00
- **Radio** is required for Supervising Probation Officer to conduct home visits 8216 (one-time expense) x 1 (quantity) = \$8216.00
- **Drug testing** Required for court ordered drug testing. Estimated 20 people dropping 2 times/week for a year, the panel price for a 6 panel is \$15.70: 20 (ppl) x 2 (x/week) = 40 x 15.70 (panel) = 628 (weekly panel cost) x 52 (weeks) = \$32,656
- **Incentives** – 50 Target gift cards @ \$20 each= 1000.00 (per year)
- **GPS electronic monitoring** \$8.50/day x 180 days x 30 participants = 45,900 (device/installation/monitoring) + \$8.50/day x 30 days x 15 participants = \$3,825 (sanctions) + \$1.50/day x 180 days x 15 participants = \$ 4,050 (beacon) = \$53,775 (Total)

COUNTY ADMINISTRATION - SUPPLIES

- **Desktop Computer** will be used by Grants Compliance Specialist to conduct program business. 1588 (one-time purchase) x 1 (quantity) = \$1588.00
- **Software for computer (equal to or greater than Adobe)** software is a one-time purchase to be installed on the computer for viewing and editing Adobe documents. \$406 (one-time expense) x 1 (quantity) = \$406.00
- **Software for Computer (equal to or greater than Microsoft)** software is a one-time purchase to be installed on computer for creating documents \$300 (one-time expense) x 1 (quantity) = \$300.00
- **Phone (includes license)** is required for Supervising Probation Officer to conduct program business. 1 (quantity) x 350 (one-time expense) = \$350.00

- **Phone (includes license)** is required for Supervising Probation Officer to conduct program business. 1 (quantity) x 350 (one-time expense) = \$350.00
- **Mouse/Keyboard Set** is needed for desktop \$31 (one-time expense) x 1 (quantity) = \$31.00
- **Phone (includes license)** is required Grants Compliance Specialist to conduct program business. 1 (quantity) x 350 (one-time expense) = \$350.00
- **Office Supplies:** These office supplies may include a one-time purchase of a chair mat, waste basket, recycle bin, stapler, and tape dispenser for Grants Compliance Specialist. \$100 (one-time expense) x 1 (quantity)= \$100
- **Additional RAM (8 GB)** is needed to meet our required specifications for desktop 43.00 (one-time expense) x 1 (quantity) = \$43.00

Section C - Budget Worksheet & Narrative

6). Contractual Services (2 CFR 200.318) & Subawards (200.92) — Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.88). **However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information.** This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

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

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<i>TASC - Misdemeanor</i>	\$ 86,105.00		1	100.00%	\$ 86,105		\$ 86,105
<i>TASC - Gun Court</i>	\$ 86,105.00		1	100.00%	\$ 86,105		\$ 86,105
<i>LOYOLA - Evaluation</i>	\$ 79,000.00		1	100.00%	\$ 79,000		\$ 79,000
<i>Total</i>					\$ 251,210	\$ -	\$ 251,210

Contractual Narrative:

- **TASC** is responsible for Navigator services for Misdemeanor and Gun Court. This is a feet-on-the -streets position and includes attending workshops with client, group therapy and working with the States Attorneys Office and Court Services. 86105 (Misdemeanor) + 86105 (Gun Court) = \$172,210 total
- **LOYOLA** - is responsible for evaluation of the project. \$79,000 total

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 ICJA Specific Instructions tab for additional information for completing this section.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
Salary / Fringe / Supplies / 1 Sub-recipient	\$ 760,689	10.00%	\$ 76,069		\$ 76,069

Indirect Cost Narrative:

Indirect cost calculated at 10% of Modified Total Direct Costs (MTDC)

Indirect Cost = 378,559 (salary) + 196,285 (fringe) + 135,845 (supplies) + 25,000 (sub-recipient #1) + 25,000 (sub-recipient #2) = \$760,689 (base)

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

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

County of Winnebago
Institution/Organization

Signature

Christy Skahill
Finance Lead

Date of Signature

County of Winnebago
Institution/Organization

Signature

Joseph Chiarelli
County Board Chairman

Date of Signature

Section C - Budget Worksheet & Narrative

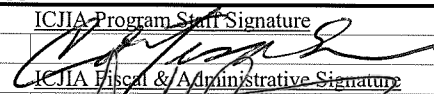
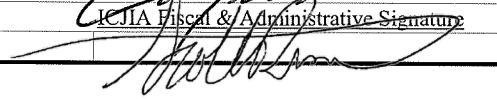
Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
1. Personnel	\$ 378,559.00	\$ -	\$ 378,559.00
2. Fringe Benefits	\$ 196,285.00	\$ -	\$ 196,285.00
3. Travel	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -
5. Supplies	\$ 137,568.00	\$ -	\$ 137,568.00
6. Contractual Services	\$ 251,210.00	\$ -	\$ 251,210.00
16. Indirect Costs	\$ 76,069.00	\$ -	\$ 76,069.00
TOTAL PROJECT COSTS	\$ 1,039,691.00	\$ -	\$ 1,039,691.00

ICJIA Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Winnebago	DUNS#: 010243822	NOFO ID:	Grant #162204
CFSA Number: 546-00-2827	CSFA Short Description: Statewide Deferred Prosecution Funding Programs	State Fiscal Year(s): SFY22	Project Period: 02/15/2022-02/15/2024

FOR ICJIA USE ONLY

Final Budget Amount Approval

Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
\$ 1,039,691.00	Cortisa Evans		4/19/2022
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date
\$ 1,500,000.00	Scott Risolute		4.25.22

Budget Revision Amount Approval

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

Budget Revision Amount Approval

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

\$200,308 Revision of budget and program plans

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

Agency Approval