



AGENDA
Public Safety and Justice Committee
Tuesday, September 22, 2020
@ 2:00 PM
Peoria County Courthouse, Room 403

1. Call to Order
2. Approval of Minutes
 - August 25, 2020
3. Informational Items / Reports / Other Minutes / Updates
 - PCAPS Monthly Report
 - ETSB
 - EMA
 - Public Defender Report
4. Resolution
 - Appropriation of Donation and Grant Funds for PCAPS
 - SFY21 Adult Redeploy Grant
 - FFY21 IDOT DUI Court Grant
 - Appropriation of 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
5. Miscellaneous
6. Adjournment

DRAFT
MINUTES
Public Safety and Justice Committee
August 25, 2020
@ 2:00 p.m.

MEMBERS PRESENT:	Paul Rosenbohm – Chairman; Rob Reneau – Vice-Chairman; Eden Blair; Linda Daley (<i>via teleconference</i>); Brian Elsasser (<i>via teleconference</i>); Steven Rieker; Phillip Salzer, Sharon Williams
MEMBERS ABSENT:	Brandy Bryant; Kate Pastucha
OTHERS PRESENT:	Scott Sorrel – County Administrator; Shauna Musselman – Assistant County Administrator; Jennie Cordis Boswell - State's Attorney's Office; Randy Brunner – Chief Financial Officer; Dave Tuttle, Jodi Noe – ETSB; Rena’ Parker – Courts Administration; Brian Asbell, Doug Gaa, James Middlemas – Sheriff’s Office; Kevin Lowe – Public Defender; Mark Bronke – Juvenile Probation

Call to Order

Vice-Chairman Reneau called the meeting to order at 2:03 pm.

A motion to allow the participation of Ms. Daley and Mr. Elsasser via teleconference was made by Dr. Blair and seconded by Mr. Reneau. The motion carried unanimously (6-0).

Approval of Minutes

A motion to approve the minutes of July 28, 2020 was made by Ms. Williams and seconded by Dr. Blair. The motion carried unanimously (8-0).

Informational Items / Reports / Other Minutes / Updates

- PCAPS Monthly Department Report

Mr. Sorrel directed committee members to the monthly report included in the packet. Mr. Rieker noted that the number of field calls have remained steady, and asked if staff is experiencing any issues in handling the demand in service for field calls. Mr. Musselman advised that on-call hours have been restructured in order to accommodate the current workload and temporarily reduced staff.

- ETSB

Mr. Tuttle advised that construction has begun on the new 911 Centers in Peoria and Bartonville. He advised that work on both centers is due to be complete by the end of February 2021.

Mr. Tuttle introduced Jodi Noe, the new 911 Coordinator.

- Emergency Management Agency

Mr. Sorrel directed committee members to the monthly report included in the packet and stood for any questions. There were no questions or comments from committee.

- Public Defender Report

Mr. Rieker asked if the public defenders have the resources necessary to meet the increased case demand due to the backlog of delayed cases. Mr. Lowe advised that there is a backlog in caseload due to the COVID-19 shutdown, and stated that the Public Defender could better speak to the issue of adequate resources.

Resolutions

- ILEAS Vehicle Agreement for LENCO Bearcat

A motion to approve was made by Mr. Salzer and seconded by Ms. Daley. Sheriff Asbell advised that in 2006 ILEAS provided the Sheriff's Office a LENCO Bearcat, which is an armored vehicle utilized in tactical situations. He stated that ILEAS is offering Peoria County to be the custodian of a new 2020 LENCO Bearcat. He stated that the Bearcat is provided by ILEAS at no cost to Peoria County, noting that the Bearcat is available to other agencies in the area.

The motion to approve carried unanimously (8-0), with Ms. Daley and Mr. Elsasser voting aye via teleconference.

- FY2020 Illinois Law Enforcement Alarm System (ILEAS) Overtime Appropriation

A motion to approve was made by Mr. Salzer and seconded by Mr. Reneau. Sheriff Asbell advised that the annual appropriation from ILEAS funds overtime for training expenses throughout 2020. He noted that the \$20,000.00 appropriation is a lower than in past years as there have been less training practices due to COVID-19.

The motion to approve carried unanimously (8-0), with Ms. Daley and Mr. Elsasser voting aye via teleconference.

Miscellaneous

Sheriff Asbell provided an update on the impact on jail operations and resources over the past several months due to the COVID-19 pandemic. He stated that inmate offsite transfers have begun within the past week, which will begin to alleviate the stalled and overcrowded housing situation. He remarked that 18 inmates have been transferred, while 42 are still awaiting transfer.

Ms. Parker provided an update on the impact of the COVID-19 pandemic on court systems. She noted that Courts Administration had a good infrastructure in place for remote processes prior to the pandemic and were able to increase utilization of those processes.

Adjournment

The meeting was adjourned by Vice-Chairman Reneau at 2:27 p.m.

Recorded and Transcribed by: Jan Kleffman

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice

LINE ITEM:

MEETING DATE: September 22, 2020

AMOUNT:

ISSUE: FOR INFORMATION ONLY

BACKGROUND/DISCUSSION:

The attached report outlines the activity of Peoria County Animal Protection Services during the month of August 2020. It includes information from the same period in 2019 for comparison purposes.

COUNTY BOARD GOALS:



FINANCIAL STABILITY



INFRASTRUCTURE STEWARDSHIP



EFFECTIVE SERVICE DELIVERY



HEALTHY VIBRANT COMMUNITIES



WORKFORCE DEVELOPMENT



COLLABORATION

STAFF RECOMMENDATION:

COMMITTEE ACTION: INFORMATIONAL ITEM

PREPARED BY: Becky Spencer

DEPARTMENT: PCAPS

DATE: September 11, 2020



County of Peoria

Peoria County Animal Protection Services

2600 NE Perry Avenue

Peoria, Illinois 61603

Phone (309) 672-2440 Fax (309) 686-3705

e-mail: pcaps@peoriacounty.org

Web: <http://www.peoriacounty.org/pcaps>

Monthly Department Report - August 2020

Animal Statistics

Animal Intake	AUG 2020	AUG 2019	YTD 2020	YTD 2019
Cat	118	270	724	1,362
Dog	106	195	693	1,196
Other	14	31	171	193
TOTAL	238	496	1,608	2,751

Animal Outcomes	AUG 2020	AUG 2019	YTD 2020	YTD 2019
Adopted	70	83	414	639
Died	2	6	20	28
Euthanized	97	260	785	1,354
Other	14	7	81	67
Returned to Owner	47	62	236	426
Transfer	18	20	110	241
Total	248	438	1,646	2,755

Field Activities - Calls for Service by Type

Activity	AUG 2020	AUG 2019	YTD 2020	YTD 2019
Assist	10	15	78	73
Dead	3	1	21	11
Emergency	74	67	264	256
Investigation	438	616	3,653	4,780
Other	5	0	36	9
Owned	2	2	18	14
Rescue	2	1	6	4
Routine Patrol	12	10	229	144
Stray	165	326	1,649	2,539
Transport	51	48	320	465
Wild	178	201	787	804
Extra Service	74	47	447	388
Total	1014	1334	7,505	9,485



County of Peoria Peoria County Animal Protection Services

2600 NE Perry Avenue
 Peoria, Illinois 61603
 Phone (309) 672-2440 Fax (309) 686-3705
 e-mail: pcaps@peoriacounty.org
 Web: <http://www.peoriacounty.org/pcaps>

Rebecca Spencer
 Director

Field Activities - Calls for Service by Jurisdiction

Jurisdiction	AUG 2020	AUG 2019	YTD 2020	YTD 2019
Bartonville	17	18	193	197
Bellevue	9	11	64	54
Brimfield	5	0	19	36
Chillicothe	41	59	202	396
City of Peoria	761	979	5,630	6,809
Unincorporated	83	163	690	1,075
Dunlap	6	14	87	80
Elmwood	2	5	9	16
Glasford	5	2	53	42
Hanna City	7	7	40	50
Kingston Mines	0	0	3	5
Mapleton	2	3	29	45
Norwood	0	9	22	29
Out of County	1	1	6	4
Peoria Heights	29	33	202	370
Princeville	6	5	25	43
Tazewell County	6	5	39	46
West Peoria	34	20	190	185
Total	1014	1334	7,505	9,485

Peoria County Board Public Safety & Justice Committee

Emergency Management Agency Monthly Report – September 2020

Significant Events (Incident Reports)

- COVID-19
 - Disaster Declaration Issued 03/18/2020 and reauthorized as necessary
 - COVID-19: Peoria Co./City of Peoria EOC Activation 03/04/2020
 - EOC Briefs – held every other week with a Peoria Co. Healthcare Preparedness Coalition Call held on the alternating week
 - COVID-19: CDC All State Conference Call – weekly on Mondays
 - COVID-19: IDPH Local Health Dept. Check-in Webinar – weekly on Mondays
 - COVID-19: IDPH COVID in Schools, Guidance/Q&A Webinar – weekly on Tuesdays
 - COVID-19: IDPH Situational Update Webinar – weekly on Wednesdays
 - COVID-19: IDPH Peoria Regional Conference Call – weekly on Thursdays
 - COVID-19: IEMA Deputy Director Update Webinar – weekly on Fridays
 - CDC CRAFT Onsite Visit for Local Emergency Management – 09/01/2020

Drill/Exercise Participation

- Initiated monthly Outdoor Warning Siren Test – 09/01/2020

Training Attendance

- FEMA ICS-402: ICS Overview for Executives/Senior Officials – 08/28/2020

Equipment Status

- Siren #1004 Princeville – one speaker out
- Siren #2004 Trivoli – one speaker out
- Siren #3005 Chillicothe Water Tower – one speaker out

Facilities

- Repaired a tower guidewire after it was damaged by vendor during routine mowing operations
- Tower repair identified the following issues on other towers located on premises:
 - Tower on North side of the outdoor building needs painted
 - Tower recently repaired due to damaged guidewires has too many antennas on it

Outreach

- Peoria Co. Board Proclamation recognizing September as National Preparedness Month
- Issued a media release with resources for individuals/families on how to prepare for disasters
- Daily posting via social media networks on individual/family preparedness tips

**STATE OF ILLINOIS
COUNTY OF PEORIA
TENTH JUDICIAL CIRCUIT**

NATHAN R. BACH
Public Defender



PEORIA COUNTY COURTHOUSE
324 Main Street - Room 211
Peoria, Illinois 61602-1363
TEL: (309) 495-4621 FAX: (309) 672-6957

September 16, 2020

Mr. Paul Rosenbohm
Chairman
Public Safety & Justice Committee

Honorable Paul P. Gilfillan
Chief Judge of the Tenth Judicial Circuit

Dear Chairman Rosenbohm & Chief Judge Gilfillan,

Please consider this the monthly report for the Public Defender's Office of Peoria County for the months of August 2020. The Public Defender's Office continues to serve the needs of indigent individuals in Peoria County charged with crimes and facing possible jail time and/or the potential loss of parental rights, including handling all appeals arising from adjudications seeking to terminate parental rights.

August Public Defender Statistical Data

Division	Pending Case Total (July 2020)	Pending Case Total (August 2020)
Felony	524	531
Misdemeanor	848	842
DUI	359	360
Traffic	4062	4114
Juvenile Abuse & Neglect	475	367
Juvenile Delinquency	177	167
Drug Court	41	41
Mental Health Court	30	30
Veteran's Court	8	8
Post-Conviction	51	54

**STATE OF ILLINOIS
COUNTY OF PEORIA
TENTH JUDICIAL CIRCUIT**

NATHAN R. BACH
Public Defender



PEORIA COUNTY COURTHOUSE
324 Main Street - Room 211
Peoria, Illinois 61602-1363
TEL: (309) 495-4621 FAX: (309) 672-6957

I appreciate the opportunity to serve you and the County and please do not hesitate to contact me with questions or for discussion.

Very Truly Yours,

/s Nathan Bach

Nathan R. Bach

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice

LINE ITEM:

026-1-026-3-228-36850

MEETING DATE: September 22, 2020

AMOUNT: \$16,000.00

ISSUE: Appropriation of Donation and Grant Funds

BACKGROUND/DISCUSSION:

Cindy & Joel Peterson chose PCAPS as the recipient of a \$15,000.00 donation in memory of Anna Altenhofen to be used for feline welfare and housing improvements, at the shelter. In addition, the Community Foundation of Central Illinois has chosen PCAPS as the recipient of the Jean M. Ligon Animal Welfare Grant in the amount of \$1,000.00 to be used for feline housing improvements.

PCAPS would like these monies to be appropriated for use toward feline housing improvements, including kennel portals and necessary equipment and shelter remodeling to accommodate the portalized kennels.

COUNTY BOARD GOALS:



FINANCIAL STABILITY



INFRASTRUCTURE STEWARDSHIP



EFFECTIVE SERVICE DELIVERY



HEALTHY VIBRANT COMMUNITIES



WORKFORCE DEVELOPMENT



COLLABORATION

STAFF RECOMMENDATION: Approval

COMMITTEE ACTION:

PREPARED BY: Becky Spencer

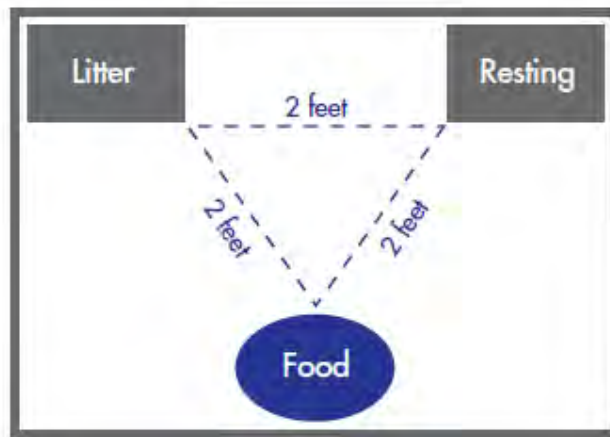
DEPARTMENT: PCAPS

DATE: September 8, 2020

In 2019, the PCAPS team started the journey of becoming compliant with the “Guidelines for Standards of Care in Animal Shelters” written by the Association of Shelter Veterinarians, 2010.

As a part of this journey to become complaint, we are looking to address the issue of feline stress, illness and housing at PCAPS. Studies have shown that appropriate housing can decrease the stress that a cat endures when entering the shelter and therefore lead to less instances of illness and aggression and a better chance at placement.

Currently, PCAPS houses cats in small holding kennels until the legally mandated stray holding period is completed. After which time the cats are evaluated and chosen for adoption, then moved to communal cat rooms. The current housing available for incoming cats are small kennels, many measuring as small as 29”L x 22”W x 22”H. The kennels are equipped with a litterbox, food and water bowls, a blanket or bedding and toys. The recommendation for optimal cat health is that cats are offered a minimum of two feet between their food/water bowls, resting space, and elimination space (diagram below). In addition, they should have an elevated place to rest/perch, along with a place to hide. Even in our largest of cat kennels, PCAPS struggles to meet this standard.



Animal Shelters across the country with similar kennels have had a tremendous amount of success with adding portals to such cat kennels. The portal (pictured below) allows the cat access between 2 kennels thereby giving PCAPS the ability to appropriately increase the space between the food/water, litterbox and resting space. In addition, there has been proven success in stress reduction with offering elevated places for cats to rest, thereby meeting the needs of their natural perching behavior. As well as offering hiding places such as cat dens, cardboard boxes or kennel coverings, thereby allowing the cat to meet their needs of natural hiding behavior.

Installing portals in PCAPS cat kennels reduces the current cat housing by one half. In order to accommodate the thousands of cats that come through PCAPS each year, we must increase the number of kennels, once they are portalized. And in order to accommodate the increased number of kennels, several small rooms in the PCAPS building would have to be modified. The building remodel portion of the project would account for the bulk of the budget of the feline housing improvement project. Accessories (pictured below) make up the remaining portion of the budget.



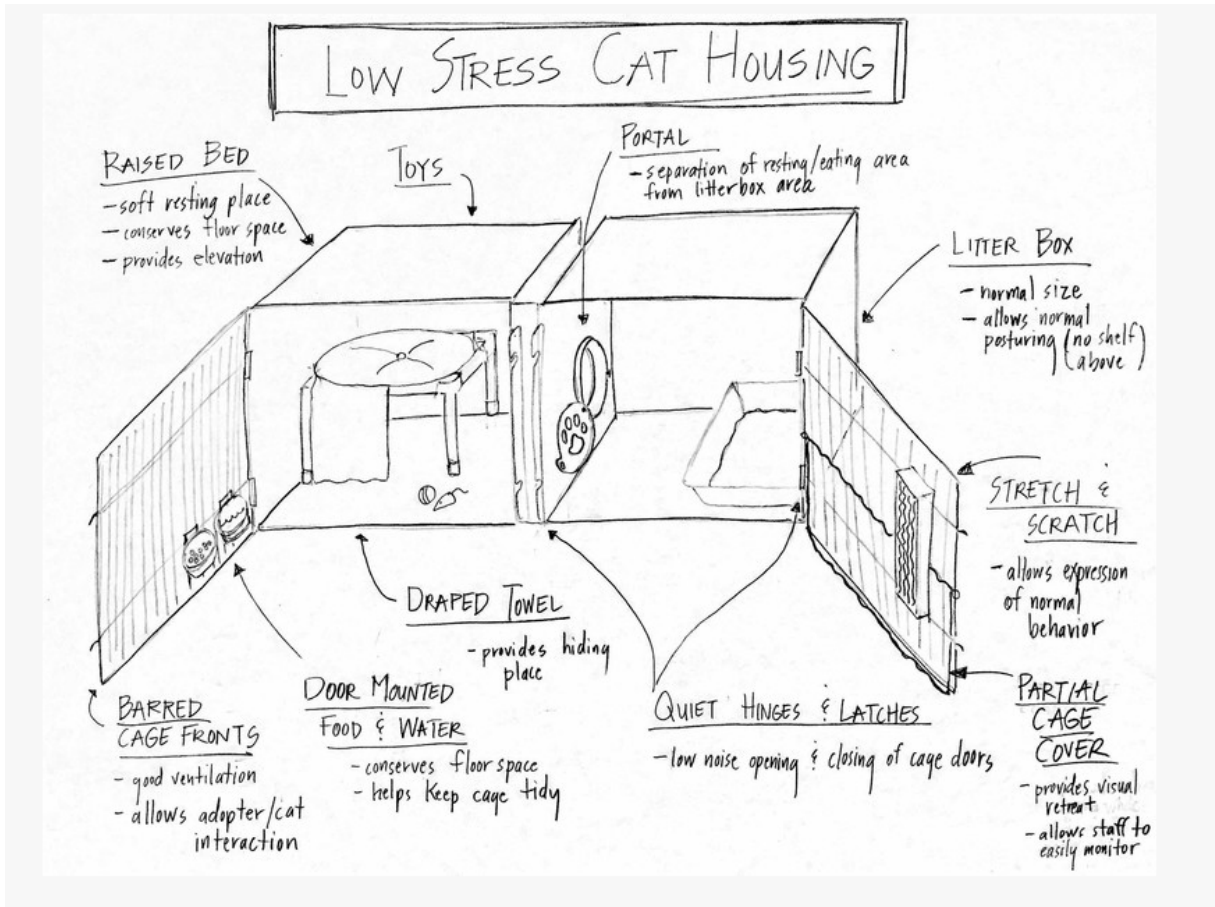
Small cat stress vocalizing in a current PCAPS cat kennel.

Notice the proximity of the litterbox, food and water bowls and blanket (resting space).

Notice the lack of elevated place to perch and the lack of place to hide.



Close up view of a portal that has been installed in a stainless-steel cat kennel.



A schematic of the recommended cat housing with portal, elevated resting space and hiding place.



Portalized kennel complete with elevated resting space and cat den for hiding.

Notice the relaxed body language of the cat inside.

Accessories:



Cat Hiding Den



Custom Fit kennel covers



Elevated Resting Perch

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice

MEETING DATE: September 22, 2020

ISSUE: Peoria County has been awarded a continuation grant (Agreement # 192151) from the Illinois Criminal Justice Information Authority (ICJIA) for SFY21 (7/1/20 through 6/30/21) in the amount of \$252,248.00. This continuation grant provides full funding associated with the program and no match is required by Peoria County.

BACKGROUND/DISCUSSION: In 2013 Peoria County, through the Adult Probation Department, began to operate an Adult Redeploy Illinois (ARI) Program. The program continues to target non-violent felony offenders who historically would be committed to the Illinois Department of Corrections (IDOC). The program utilizes enhanced supervision (enhanced drug/alcohol and electronic monitoring, substance abuse counseling, mental health counseling, vocational, education, cognitive-behavioral programs and community service opportunities). The goal of ARI is to reduce crime and recidivism in a way that is more cost effective to the Illinois taxpayers. This is accomplished by equipping local jurisdictions with empirically supported resources and supervision in reducing crime and recidivism.

All costs associated with this program are included in the proposal submitted and approved by ICJIA. These include all costs of equipment, training, personnel (salary and fringe), monitoring services, and office supplies. In SFY20, the Peoria County Adult Redeploy Program continued to perform at a high level and met all state program requirements. During SFY20, the Adult Redeploy Illinois (ARI) served 110 felony offenders in Peoria County. Of the 29 cases terminated during this period, 23 (80%) were scheduled terminations and 6 (20%) were committed to IDOC. The Peoria County Adult Redeploy program continues to be a model within the State of Illinois.

Further, no FY20 Budget amendment is requested or required for this committee to approve and accept the SFY21 Adult Redeploy Grant from ICJIA.

COUNTY BOARD GOALS:



EFFECTIVE SERVICE DELIVERY

STAFF RECOMMENDATION: Approve acceptance of the SFY21 Adult Redeploy Grant.

COMMITTEE ACTION:

PREPARED BY: Mark Bronke, Director of Probation & Court Services

DEPARTMENT: Court Administration

DATE: September 14, 2020

Uniform Application for State Grant Assistance		Updated by ICJIA
Illinois Criminal Justice Information Authority Completed Section		
1.	Type of Submission	<input type="checkbox"/> Pre-application <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed / Corrected Application
2.	Type of Application	<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation (i.e. multiple year grant) <input type="checkbox"/> Revision (modification to initial application)
3.	Date / Time Received by State	Completed by State Agency upon Receipt of Application
4.	Name of the Awarding State Agency	Illinois Criminal Justice Information Authority
5.	Catalog of State Financial Assistance (CSFA) Number	546-00-2115
6.	CSFA Title	Adult Redeploy Illinois (ARI)
Grant specific information (if applicable) **		
7.	Agreement Number	192151
8.	Previous Agreement Numbers	192051,194051,195051,196051,197051,198051,199051
Catalog of Federal Domestic Assistance (CFDA)		<input checked="" type="checkbox"/> Not applicable (No federal funding)
9.	CFDA Number	N/A
10.	CFDA Title	N/A
11.	CFDA Number	
12.	CFDA Title	
Federal Fund Information		<input checked="" type="checkbox"/> Not applicable (No federal funding)
13.	Federal Award ID Number	N/A
14.	Federal Award Date	N/A
15.	Amount Obligated by this action	N/A
16.	Total Amount of the Federal Award	N/A
Funding Opportunity Information		
17.	Funding Opportunity Number	2115-1302
18.	Funding Opportunity Title	Adult Redeploy Illinois (ARI)
19.	Funding Opportunity Program Field	
Competition Identification <input checked="" type="checkbox"/> Not Applicable		
20.	Competition Identification Number	
21.	Competition Identification Title	

Applicant Completed Section		
Implementing Agency Information**		
22.	Legal Name	County of Peoria
23.	Common Name (DBA)	County of Peoria
24.	Employer / Taxpayer ID Number (EIN, TIN)	37-6001763
25.	Vendor ID, if different than above	
26.	Organizational DUNS number	071436208
27.	SAM expiration date	03/03/2021
28.	SAM Cage Code	38FB5
29.	Business Address	Street address: 324 Main Street City: Peoria State: Illinois County: Peoria Zip + 4: 61602-2302
Implementing Agency: Person to be contacted for Program Matters involving this application.		
30.	First Name	Mark
31.	Last Name	Bronke
32.	Suffix	
33.	Title	Director of Probation and Court Services
34.	Telephone Number	309-672-6958
35.	Fax Number	309-672-6097
36.	Email address	mbronke@peoriacounty.org
Implementing Agency: Person to be contacted for Business/Administrative Office Matters involving this application.		
37.	First Name	Mark
38.	Last Name	Bronke
39.	Suffix	
40.	Title	Director of Probation and Court Services
41.	Telephone Number	309-672-6958
42.	Fax Number	309-672-6097
43.	Email address	mbronke@peoriacounty.org
Program Agency Information (If different from Implementing Agency)**		
44.	Legal Name	Peoria County Court Administration
45.	Organizational DUNS number	962846940
46.	SAM expiration date	2/23/21
47.	SAM Cage Code	62ZM9
48.	Business Address	Street address: 324 Main Street Room215 City: Peoria State: Illinois County: Peoria Zip + 4: 61602-2302
Program Agency: Person to be contacted for Program Matters involving this Application.		
49.	First Name	Mark

50.	Last Name	Bronke
51.	Suffix	
52.	Title	Director of Probation and Court Services
53.	Telephone Number	309-672-6958
54.	Fax Number	309-672-6097
55.	Email address	mbronke@peoriacounty.org
Areas Affected**		
56.	Areas Affected by the Project (County(ies); City(ies); or State-wide)	Peoria County
57.	Implementing Agency's Legislative District (This must be based on the nine digit zip code registered with SAM.)	Congressional District: 17th State Senate District: 46th State Representative District: 92nd
58.	Primary Area of Performance	Peoria, Illinois 61602-2302
59.	Primary Area of Performance's Legislative District (This must be based on the nine digit zip code listed above.)	Congressional District: 17th State Senate District: 46th State Representative District: 92nd
Applicant's Project**		
60.	Description Title of Applicant's Project	Peoria County Adult Redeploy
61.	Proposed Project Term	Start Date: July 1, 2020 End Date: June 30, 2021
62.	Estimated Funding (include all that apply)	<input type="checkbox"/> Designated/Awarded Amount: \$252,248 <input type="checkbox"/> Budgeted Amount: <input type="checkbox"/> Match: \$ <input type="checkbox"/> Overmatch: \$ <input type="checkbox"/> Program Income: \$ <p style="text-align: right;">Total Amount : \$ 252,248</p> Indirect cost rate: 10%
Applicant Certification:		
<p>By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)</p> <p>(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.</p> <p style="text-align: center;"><input checked="" type="checkbox"/> I agree</p>		
Implementing Agency Authorized Official (Director, President, Chair, or similar position)		
63.	First Name	Andrew
64.	Last Name	Rand
65.	Title	Peoria County Board Chairman

66.	Telephone Number	309-672-6056
67.	Fax Number	309-677-6203
68.	Email address	arand@peoriacounty.org
69.	Signature of Authorized Representative	
70.	Date Signed	
Implementing Agency Financial Officer (Chief Financial Officer, Comptroller, Treasurer, or similar position.)		
71.	First Name	Nicole
72.	Last Name	Bjerke
73.	Title	Peoria County Treasurer
74.	Telephone Number	309-672-6065
75.	Fax Number	309-677-6203
76.	Email address	nbjerke@peoriacounty.org
77.	Signature of Authorized Representative	
78.	Date Signed	
Program Agency Authorized Official		
79.	First Name	Paul
80.	Last Name	Gilfillan
81.	Title	Tenth Judicial Circuit Court Chief Judge
82.	Telephone Number	309-672-6047
83.	Fax Number	309-672-6097
84.	Email address	pgilfillan@peoriacounty.org
85.	Signature of Authorized Representative	
86.	Date Signed	

**** ICJA specific modification to GATA form**

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
COUNTY OF PEORIA ON BEHALF OF COUNTY OF PEORIA DBA PEORIA COUNTY COURT ADMINISTRATION

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams Street, Suite 200, Chicago, Illinois 60606, and County of Peoria on behalf of County of Peoria DBA Peoria County Court Administration (Grantee), with its principal office at 324 Main Street, Peoria, Illinois 61602-2302, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 071436208 is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that 376001763 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed \$252,247.13, of which \$0 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 546-00-2115. The State Award Identification Number is 2115-22749.

1.4. Term. This Agreement shall be effective on July 1, 2020 and shall expire on June 30, 2021, 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: _____
Acting Executive Director
Illinois Criminal Justice Information Authority

Date: _____

By: _____
Andrew Rand, Chairman
Peoria County
E-mail: arand@peoriacounty.org

Date: _____

By: _____
Nicole Bjerke, Treasurer
Peoria County
E-mail: nbjerke@peoriacounty.org

Date: _____

By: _____
Paul Gilfillan, Chief Judge
Tenth Judicial Circuit Court
E-mail: pgilfillan@peoriacounty.org

Date: _____

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

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

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the state of Illinois.

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

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

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

ARTICLE IV PAYMENT

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

4.2. 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.

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

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

Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6. Interest.

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

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

4.7. 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.

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

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

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

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

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

**ARTICLE VI
BUDGET**

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

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

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b), transfers between approved line items may be made without Grantor’s approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of 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.

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

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and

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

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

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

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

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

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

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

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

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

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44

III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual

and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

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

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

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

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

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

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

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not

barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

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

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

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

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6).
(See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18,

2002 (Volume 67, Number 13, Pages 2671-2685));

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

ARTICLE XI LOBBYING

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

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

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

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

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

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

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

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

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

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. 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 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 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 200.344.

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.

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 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328 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 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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

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

ARTICLE XV

AUDIT REQUIREMENTS

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

15.2. Consolidated Year-End Financial Reports.

(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) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

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

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

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

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

15.3. Audit Requirements.

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

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

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state

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

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

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

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

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

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

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

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

notice:

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

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

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

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

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 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 200.341; 44 Ill. Admin. Code §§ 7000.80, 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 200.342.

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

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 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XVIII NOTICE OF CHANGE

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

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

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

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's

ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

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

ARTICLE XIX STRUCTURAL REORGANIZATION

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

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

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

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

ARTICLE XXII EQUIPMENT OR PROPERTY

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

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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

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

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

ARTICLE XXIV INSURANCE

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

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

ARTICLE XXV LAWSUITS

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

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

ARTICLE XXVI MISCELLANEOUS

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

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving

point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

Peoria County seeks to continue its program working with higher risk (as determined by a validated risk assessment tool) individuals with Class 2, 3, & 4 felony cases. The State's Attorney has discretion and it is recognized not all the eligible population will be referred. Probation is designed and operates on the 8 Evidenced-Based Practices (EBP) in Community Corrections as reported by the United States Department of Justice (DOJ) and the Criminal Justice Institute (CJI), 2004 & 2009.

As part of the EBP in Peoria County each participant will have a standardized risk assessment (ARA) and Behavioral Analysis within the first 60 days of the Probation. As a result of these measures a plan will be developed to target the greatest risk factors for the individual. Case Plans and resources will be unique to the individual based upon his/her risk areas. This is in accordance with the first and third EBPs as established by DOJ and CJI. The Probation Officers will be trained and utilizing Motivational Interviewing with all individuals which seeks to enhance motivation of participants. This is in accordance with the second EBP by DOJ and CJI.

Additionally, the Probation Officers will conduct cognitive behavioral programming. Participants will be referred to and screened for the Thinking for a Change (T4C), and Moral Reconciliation Therapy (MRT) programs. This component is in accordance with the fourth EBP of DOJ and CJI. In addition each ARI participant will be connected back to the community. The ARI Officers will work to assign the participant to a local community non-profit agency for community service. The service site will best match the participants' skill and interest. The Peoria County Redeploy Program has developed relationships throughout Peoria County with several non-profit agencies that provide community service hours.

The program provides enhanced treatment and supervision of all participants. All participants have a validated risk assessment (Adult Risk Assessment ARA) and individualized case plan. The program is intended for the moderate to high-risk participants. The risk assessments assist the program in identifying the areas/issues driving the risk and then connecting the individual to evidence-based programming services (cognitive behavioral, mental health, substance abuse, academic skill enhancement, vocational training, community service assignments, etc.) to build skills and reduce risk.

The program also recognizes certain individuals require additional supervision during this time, so the probation officers are trained in Motivational Interviewing, EPICS (Effective Practices in Community Supervision), Thinking for a Change, and MRT. The program also requires each participant complete community service projects/hours. The Adult Redeploy Program has developed relationships throughout Peoria County. The officers also provide home visits, drug/alcohol testing, and in some cases Electronic Monitoring. It is estimated that 50% of participants will be referred. The average overall population of eligible offenders for 2017-2019 is 105. The estimated target population is 53 (105 * 50%). The goal would be a 25% reduction of our target population 13 (53* 25%).

ARI for Peoria County also is designed to assist the 4 Problem-Solving courts. Peoria County has Mental Health, DUI, Drug and Veterans Court. Each of these have been certified by the Illinois Supreme Court. In these courts when an ARI eligible offender requires supervision and intervention greater than what the problem-solving court provides, then a referral can be made to ARI. ARI will screen the individual for eligibility in the program. If eligible then ARI will accept the offender and supplement the services for the problem-solving court. This is most common in providing enhanced community supervision, electronic monitoring, or drug/alcohol testing above what the problem-solving court team can provide.

Rewards and assistance are other significant components to the program. It is clear that many offenders have obstacles to obtaining success (limited transportation, limited child care, etc.). This program identifies and helps resolve these obstacles so that individuals can make their obligations to work, court, treatment and/or community service. Additionally, a rewards program is built into the program from intangible to tangible items. Training and materials provided from the National Association of Drug Court Professionals has been utilized. The program is not an automatic "one violation" and removed from the program.

Key partners and stakeholders are critical to the success of the Redeploy Program.

The total request for ARI funding is \$258,917. It is estimated that 88 participants will be served in SFY21. \$258,917 divided by 88 participants = \$2,942 per participant in ARI.

Statement of the Problem – Unmet Needs

Peoria County seeks support from Adult Redeploy Illinois (ARI) to provide a continuum of local, community-based sanctions and treatment alternatives for non-violent offenders who would otherwise be incarcerated without this program. Peoria County has been successful in administering this program since 2013. The program's success is noted in the number of participants and the decline in commitments to IDOC. Without this program the individuals would not be considered for regular probation.

Before ARI, Peoria County Courts were direct sentencing individuals to the Illinois Department of Corrections (IDOC) for Class 2, 3, and 4 nonviolent felony offenses. The Peoria County program was designed to provide enhanced supervision and treatment to this population that previously was sent to IDOC. The average of overall population of eligible offenders from 2017 through 2019 was 105.

Key Partners

Roles and Responsibilities of Key Partners for the Program	
Title and department/agency/office	Description of role
Program Coordinator	Program Oversight/statistical tracking/screening
Probation Officer	Program delivery services, screening/assessments, contact supervision
State’s Attorney’s Office	Calculated identification of program eligible participants
Public Defender	Participant court advocate for Redeploy Program as alternative to incarceration
Director of Probation and Court Services	Program Oversight/Program Support entity for Coordinator
Judicial Branch	Key stakeholder in sentencing phase to Redeploy Program
Various non-profit organizations	Provide community service hour employment sites
Various grocery, restaurants	Vendors for program incentives/assistance for participants
Substance Abuse Providers	Substance abuse services to participants
Mental Health Providers	Mental Health services to participants
Employment/Education/Housing Providers	Referral source for participants

Project Implementation

The primary target population for the Peoria County Redeploy Program is moderate to high risk individuals, nonviolent Class 2, 3, & 4 felony cases. Previous to ARI Peoria County Courts were direct sentencing individuals to the Illinois Department of Corrections (IDOC) for Class 2, 3, and 4 nonviolent felony offenses. The Peoria County program is designed to provide enhanced supervision and treatment to this population that previously was sent to IDOC. The risk assessments assist the program in identifying the areas/issues driving the risk and connecting the individual to evidence-based programming services (cognitive behavioral, mental health, substance abuse, academic skill enhancement, vocation training, community service assignments, etc.) to build skills and reduce risk.

The program also recognizes certain individuals require additional supervision during this time, so the probation officers are trained in Motivational Interviewing, EPICS (Effective Practices in Community Supervision), Thinking for a Change (T4C), and Moral Reconciliation Therapy (MRT). The program also requires each participant complete community service projects/hours.

It is estimated that 50% of offenders will be referred. The average overall population of eligible offenders for 2017-2019 is 105. The estimated target population is 53 with a total of 88 being served in SFY21.

The Peoria County State's Attorney Office supports the Adult Redeploy Program and the identified target population. In 2020, Peoria County has a new State's Attorney. The SA is open to discussions regarding expanding the Adult Redeploy target population to include non-violent firearm related cases. Those discussions are on-going as the former SA was opposed to any firearm related cases being referred to ARI.

ARI Peoria County clients are referred directly from the courts. Typically, referrals come from the Assistant State's Attorney and Defense Attorney assigned to the case. Everyone is screened to determine if they meet the minimum criteria for the program. A representative from the Redeploy Program determines if the case meets the following minimum standards: non-violent, probation eligible Class 2, 3, or 4 felony offense. An initial screening is conducted which consists of a face to face meeting with the client, at which time the conditions and expectations of the program are provided. An initial assessment is then conducted using the Illinois Pre-Screen Instrument (IPI). The staff will then report to the court the findings of the screening. If eligible the individual is then sentenced to a term of Redeploy Probation which typically is in duration of 30 months.

The ARI staff also conduct screenings for all eligible cases that a Pre-Sentence Investigation has been ordered by the Court. The staff will complete the screening process and provide a written attachment to be included in the Pre-Sentence Investigation Report.

The Peoria County Redeploy Program also conducts screenings for the four problem solving courts. Peoria County does not currently have certain resources available to the problem-solving courts (nights/weekends/holiday community supervision, electronic monitoring). If an individual is in any of the specialty courts and the specialty court team decides the participant would benefit from enhanced services, then a request will be made to the Adult Redeploy Coordinator. The Coordinator will review the request for eligibility. If the participant is eligible then the Coordinator can approve services. Only the highest risk clients needing the enhanced service will qualify. The moderate/high risk clients will qualify, and the specialty court teams will decide what appropriate level of supervision is necessary for the individual situation.

Since 2013 the Peoria County Redeploy Program has focused on Class 2, 3, & 4 nonviolent offenders who would otherwise be considered for commitment to IDOC. The program will have two fully dedicated Probation Officers who will work nontraditional hours and one Coordinator (.5 full time equivalent).

For the individuals who are ordered into the program, Officers will follow the Core Correctional Practices Model of supervision with all offenders. Core Correctional Practices requires risk assessments throughout supervision to identify risk and risk areas. The Probation Officers will then refer the clients for the treatment and services that will facilitate the most positive change for the client.

Along Core Correctional Practices the Probation Officers will facilitate Thinking for a Change, and Moral Reconciliation Therapy Groups. These cognitive-behavioral programs are designed to engage offenders thought process. Additionally, the Officers will utilize Motivation Interviewing with each client.

Motivational Interviewing is a skill set that targets the Officers' interviews to be looking for intrinsic motivation. The research is clear that people are more likely to change when there is an internal reason to change. This is key in reducing crime and lowering recidivism.

Many of the Peoria County Redeploy clients receive public assistance and benefits through the Affordable Care Act. By providing cognitive behavior services such as Thinking for a Change (T4C), Moral Reconation Therapy (MRT), along with education/vocational, and treatment services, the ARI Program is providing the clients services in these areas. When necessary, client services needed that are not covered by the ARI grant such as substance abuse treatment, public health benefits are utilized.

Capacity issues of the local justice system, treatment and community services have been analyzed. Peoria County is fortunate to have several licensed and certified treatment options in the area and would be able to handle an increase in capacity if these individuals remained in the community for supervision instead of being committed to IDOC. Access to treatment is not one of Peoria County's gaps in services.

The courts are largely not affected since these individuals will still be going through the justice system. There is some anticipated increase in court appearances for those individuals who are not successful in ARI and need to come back through the court system on violations. It is anticipated that our current justice system has capacity for this increase.

The Probation Department has no capacity issues since there are currently two officers assigned to the Peoria County Redeploy Program. With an approximate 88 individuals to supervise, it is anticipated the officers can meet the guidelines provided by the Administrative Office of Illinois Courts. Additionally, Peoria County's Problem-Solving Courts (Drug, Mental Health, Veterans, and DUI) have capacity issues in that they do not have enhanced supervision capabilities; specifically, officers work nights, weekends, and/or holidays, or electronic monitoring. The Peoria County Redeploy Program will be available to provide those additional services.

Peoria County ARI program currently does not have a Community Restorative Board. Peoria County recognizes the importance of community engagement and support from employers, faith-based entities, educational platforms, and local government. The plan for Peoria County moving forward would be to reach out to the ARI Illinois sites operating Community Restorative Boards such as Macon County, to learn more how they function and got started. Attending their Board meetings and meeting with their Probation staff would be essential in this process.

All Peoria County Redeploy participants are screened prior to being accepted into the program, and must meet all required standards as previously reported, to be eligible for the program. Once accepted and sentenced to the program, a standardized risk assessment (ARA) and Behavioral Analysis shall be completed within 60 days of being sentenced. As a result of these measures a plan will be developed to target the greatest risk factors for the individual. Plans and resources will be unique to the individual based upon his/her risk areas. This is in accordance with the first and third EBPs as established by DOJ and CJI. The probation officers are trained and utilizing Motivational Interviewing with all individuals which seek to enhance motivation of the participants. This is in accordance with the second EBP by DOJ

and CJJ.

Additionally, the Probation Officers will conduct cognitive behavioral programming. Participants will be screened for the Thinking for a Change (T4C) and/or Moral Reconation Therapy (MRT) programs. This is in accordance with the fourth EBP of DOJ and CJJ.

The Coordinator will review program eligibility and conduct screenings of any Problem-Solving Court referrals. These clients are determined by the assigned Problem-Solving Court to be in need of additional enhanced services provided by the Peoria County Redeploy Program.

Monthly staffing between the Coordinator and Probation Officers will be conducted. During the staffing each Peoria County Redeploy client will be discussed to address any compliance or goal-oriented conditions being met or not met. During the staffing, a determination will be made in regard to the client remaining in the current program phase, moving to a new phase, or being moved back to a previous phase. A determination will also be made in regard to what "sanction" or "incentive" if any is appropriate. Additional sanctions will consist of moving back to a previous phase, increased drug testing, curfew, electronic monitoring, and increased reporting. Incentives will consist of moving to the next phase of the program, extended curfew, removal of curfew, decreased reporting, as well as gift cards.

Monthly audits will be conducted by the Coordinator to ensure all program standards are being met. These standards consist of community and office contacts, drug testing, assessments are current, along with all AOIC probation standards.

Monthly observations (office contacts/community contacts) of each officer are conducted by the Coordinator to ensure the use of motivational interviewing is being conducted.

Probation Officers will submit quarterly data submissions via the provided secure link. The Coordinator will also submit quarterly data as required through the secure link. Along with quarterly data the Coordinator will send the Final End of Year report as required.

EXHIBIT B
DELIVERABLES OR MILESTONES

Task	Staff Responsible	Date Task will be Completed
Convene meetings	Coordinator	Ongoing
Attend ILAPSC	Coordinator	Month 2
Conduct Risk Assessments	Coordinator/Probation Officer	Ongoing Daily
Conduct screenings for court	Coordinator/Probation Officer	Ongoing Daily
Conduct Thinking for a Change/MRT	Probation Officers	Ongoing/ 2X per year
Provide EPICS curriculum	Coordinator/Probation Officer	Ongoing Daily
Provide Motivational Interviewing	Coordinator/Probation Officer	Ongoing Daily
(Required) Submit quarterly data report to ICJIA/ARI	Coordinator/Probation Officer	15 th of the month following the end of the quarter
(Required) Submit monthly fiscal reports to ICJIA/ARI	Coordinator	15 th of the following reporting month
(Required) Submit close-out report and documentation to ICJIA/ARI	Coordinator	July 31, 2021

EXHIBIT C

PAYMENT

Grantee shall receive a maximum of \$252,247.13 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, monthly 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 grant funds payable under this Agreement is dependent on the performance of Grantee in accordance with the terms and conditions of this Agreement.

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 St., Suite 200, Chicago, IL 60606
Phone: (312) 814-583
TTY#: (312) 793-4170
Fax#: (312) 793-8422
E-mail Address: Cortisa.Evans@Illinois.gov

GRANTEE CONTACT

Name: Mark Bronke
Title: Director of Probation and Court Services
Address: 324 Main Street, Peoria, IL 61602
Phone: 309-672-6958
TTY #: N/A
Fax #: 309-672-6097
E-mail Address: mbronke@peoriacounty.org
Additional Information: N/A

EXHIBIT E

PERFORMANCE MEASURES

Goal: Reduce the number of individuals committed to prison from the identified target population by 25% based on the average number of commitments in the prior three years.

1. Provide the number in the total eligible population (2017-2019 average): **105-The SA Office has discretion and estimates 50% of the eligible population will be referred**
2. Define the target population (risk level, needs profile, offense class, offense type): **Moderate to High Risk/Needs using the Adult Risk Assessment (ARA); Non-violent Class 2, 3, and 4 Felonies**
3. Provide the number in the target population, if different from #1 (2017-2019 average): **53**
4. Calculate the baseline 25% reduction goal for the grant period (target population x 25%): **13**
5. Estimate the number of new enrollments within the grant period (enrollment goal): **53**
6. Estimate the average length of time in the program, including early terminations (months): **30 months**
7. Estimate the number of participants to be served within the grant period (service goal): **88**
8. Estimate the number of program slots at any given time (program capacity): **no more than 120**

Process Objectives	Performance Measures
Hold multi-disciplinary team (MDT) meetings or staffings on a quarterly basis to guide program implementation	<ul style="list-style-type: none"> ➤ Types of disciplines and roles on team ➤ Number of meetings held per quarter ➤ Number of meetings with majority attendance
Provide 20 hours of training for staff and team members in evidence-based practices, reporting and data submission	<ul style="list-style-type: none"> ➤ Number of training hours ➤ Types of training ➤ Number of staff trained
Identify, assess and enroll appropriate target population assuring that at least 80% of those enrolled are moderate to high risk	<ul style="list-style-type: none"> ➤ Number of participants referred ➤ Number of participants assessed ➤ Number of participants enrolled in the program ➤ Number of participants accepted into the program at each risk level: high, medium, low
Based on assessed risk and needs, develop individualized service plans for 100% of participants and connect participants to appropriate services and supervision levels according to evidence-based practices	<ul style="list-style-type: none"> ➤ Number of participants with completed assessments ➤ Number of participants with written service plans ➤ Number of participants receiving evidence-based services according to assessed need ➤ Number of participants engaged in cognitive-behavioral therapy ➤ Number of participants completing cognitive-behavioral therapy

	<ul style="list-style-type: none"> ➤ Number of participants engaged in substance use disorder treatment ➤ Number of participants completing substance use disorder treatment ➤ Number of participants engaged in mental health treatment ➤ Number of participants completing mental health treatment
<p>Monitor participant compliance and progress</p> <ul style="list-style-type: none"> • <u>2</u> face-to-face meetings per month • <u>4:1</u> ratio of incentives to sanctions 	<ul style="list-style-type: none"> ➤ Average number of monthly face-to-face participant and probation officer meetings ➤ Number of sanctions for negative behavior ➤ Number of incentives for positive behavior ➤ Number of participants at each level or phase ➤ Average monthly caseload of program staff
<p>Meaningfully engage the community <u>4</u> times per <u>month</u></p>	<ul style="list-style-type: none"> ➤ Number of meetings with community members ➤ Number of presentations in the community
<p>Maintain capacity to collect and submit performance measurement data</p> <ul style="list-style-type: none"> • At least <u>.25</u> FTE staff dedicated to program and data coordination • <u>100%</u> on-time, complete and accurate submissions 	<ul style="list-style-type: none"> ➤ Number of times data submitted on time ➤ Number of times data submitted are complete ➤ Number of times data submitted are accurate ➤ Number of times data submitted contain all mandatory data elements
Outcome Objectives	Performance Measures
<p>At least <u>25%</u> of individuals from the target population will be diverted from prison</p>	<ul style="list-style-type: none"> ➤ Number enrolled ➤ Number active ➤ Number completed program requirements ➤ Number revoked to jail ➤ Number revoked to IDOC ➤ Number revoked to other ➤ Number of other outcomes (transfers, deaths)
<p><u>75%</u> of program participants will make restitution for crimes committed and harm done to victims and their communities</p>	<ul style="list-style-type: none"> ➤ Number ordered to complete a restorative justice process ➤ Number completing a restorative justice process ➤ Number of community service hours ➤ Number ordered to pay restitution ➤ Average amount of restitution ordered ➤ Number who paid restitution ➤ Average proportion of restitution paid

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. Grantor will conduct a monitoring site visit within six months of agreement execution.

3. 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 misreported, 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 programmatic specific conditions that will increase the cost of managing the grant project.
How to Fix:	Completion of corrective action plan implementation.
Timeframe:	When corrective action is complete.

4. 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:

1. Definitions

“Authority” means the Illinois Criminal Justice Information Authority.

“Program” means a plan set out in a Program Description that identifies and proposes to address problems related to one of the named areas and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

2. Budget Changes. Grantee may only make a discretionary line item transfer after providing written notification to Grantor.

3. Costs Incurred. Grantor shall not be responsible for costs incurred before or after the period of performance of this Agreement. At Grantor’s discretion, costs incurred before the execution date of this Agreement may be charged to this Agreement if included in the Budget, incurred during the period of performance, and Grantee performed in accordance with the terms and conditions of this Agreement. If Grantor finds undue delay on the part of Grantee in executing this Agreement, Grantee may not receive reimbursement for costs incurred prior to execution.

4. Commencement of Performance.

4.1. If performance has not commenced within 60 days of the starting 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.

4.2. If the program is not operational within 90 days of the starting 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.

4.3. If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, 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.

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

5. Supplanting. Grantee certifies that ARI 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 ARI funds made available under this Agreement will be used to supplement/increase existing funds for such purposes.

6. Program Income.

6.1. "Program income" means gross income received by Grantee directly generated by a supported activity, or earned only as a result of the award during the period of performance, except as provided in 2 CFR 200.307, paragraph (f) (also see the definition of period of performance). Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired with grant funds, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and principal and interest on loans made with grant funds. Interest earned on advances of grant funds is not program income. Except as otherwise provided in State or federal statutes, regulations, or the terms and conditions of the award, program income does not include rebates, credits, discounts and interest earned on any of them.

6.2. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The award proportion of program income must be accounted for up to the same ratio of the award as funded in the program. Program income may be retained by Grantee for any purpose that furthers the objectives of the grant program. Grantee shall report and account for such program income as required by the Grantor.

7. Reporting and Evaluation Requirements.

7.1. Grantee shall submit the following reports to the Grantor on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in the Agreement;
- any other reports specified by the Grantor.

7.2. Grantee shall submit the following reports to the Grantor on a monthly basis, by the 15th day of each month following the previous month:

- fiscal reports detailing financial expenditures for the previous month; and
- any other reports specified by the Grantor.

7.3. 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.

7.4. 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.

7.5. 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

8. Inspection and Audit.

8.1. If the Grantee is required either by federal or state law or regulation to have an audit performed, then the Grantee shall provide copies of such audits to the Grantor no later than 9 months after the close of the Grantor's audit period.

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

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

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

9. 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.

10. Procurement Requirements and Requests for Proposals.

10.1. 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 ARI funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550).

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

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

10.3. 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.

11. Sub-contracting.

11.1. The use of subcontractors for any work or professional services that involves the use of grant funds is subject to Grantor approval. Any work or professional services sub-contracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of sub-contractors is approved by Grantor, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as Grantee is bound and obligated. 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.

11.2. 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 (if applicable) to Grantor for approval prior to hiring the contractor.

11.3. 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.

11.4. 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.

12. Sub-granting.

12.1. 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.

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.

e. Grantee shall submit all sub-grantee site visit reports resulting in corrective action along with verification of the completed corrective action to Grantor with its Close-Out report.

12.2. Sub-grantee Selection. If Grantee's established sub-grantee selection process is less competitive than the following requirements, Grantee must follow the more following requirements:

- For sub-grants of \$100,000 or less, the Grantee is encouraged to formally advertise the sub-grant 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 sub-grants over \$100,000, the Grantee must formally advertise the proposed sub-grant through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.
- Grantee may enter into a sole source sub-grant, if pre-approved by Grantor. Grantee must request a sole-source sub-grant in writing to Grantor. Grantee must complete and submit Grantor's Sole Source Justification Checklist.

12.3. Any sub-grant under this Agreement shall be specified by written contract, and shall be 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 will ensure that all sub-grantees comply with the requirements to obtain a DUNS number and to register with SAM.gov. Grantee must have and adhere to its own sub-grantee monitoring protocol.

12.4. 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 a copy of a sub-grantee's grant agreement and budget for Grantor approval. Approval of a sub-grantee does not relieve Grantee of its obligation to assure performance under this Agreement.

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

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

12.7. 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.

13. Management and Disposition of Equipment and Supplies.

13.1. Equipment and commodities acquired by Grantor with Grantor funds shall be used for purposes of the program described in the attached exhibits only. Grantee may retain the equipment and commodities acquired with agreement 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 commodities 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 commodities, Grantee shall request instructions from Grantor.

13.2. Grantor may deny equipment and commodities costs or require that Grantee relinquish already purchased equipment and commodities 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 commodities that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and commodities as provided for other equipment and commodities owned by Grantee. Any

loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to Grantor.

13.3. 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.

13.4. 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.

13.5. Grantee must use procedures for managing equipment (including replacement equipment) acquired in whole or in part with grant funds, until disposition takes place, that, at a minimum, meet the following requirements:

A. Property records. Property records must be maintained to include all of the following information: (1) Description of the property, (2) Serial number or other (3) Identification number, (4) Source of the property, including the federal award, (5) identification number, (6) Identification of the title holder, (7) Acquisition date, (8) Cost of the property, (9) Percentage of Federal participation in the cost of the property, (10) Location of the property, (11) Use and condition of the property, and (12) Disposition data, including the date of disposal and sale price

B. Inventory. A physical inventory of the property must be taken and the results reconciled with the property records at least once every 2 years.

C. Maintenance procedures. Adequate maintenance procedures must be established and used to keep the property in good condition.

D. Control system. A control system must be in place with adequate safeguards to prevent loss, damage, and theft.

- i. Promptly and properly investigate and fully document any loss, damage, or theft, and make the documentation part of the official project records. 2 C.F.R. § 200.313 (d)(3).
- ii. Provide at a minimum, the equivalent insurance coverage for equipment acquired with grant funds that Grantee owns. 2.C.F.R. § 200.310.
- iii. Grantee is responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.

E. Proper sales procedures. If authorized or required to sell the property, Grantee must establish proper sales procedures to ensure the highest possible return.

13.6. Grantee must compensate Grantor for the grant-making component for its share of residual inventory of unused supplies if both of the following apply:

- A. The residual inventory of unused supplies exceeds \$5,000 in total aggregate fair market value upon termination or completion of the funding support.
- B. The supplies are no longer needed for any other federally sponsored program, if paid with federal grant funds, or Grantor sponsored program, if paid with state funds.
14. Disclosure of Solicitation for Employment. Grantee shall notify the Grantor's Ethics Officer if the Grantee solicits or intends to solicit for employment any of the Grantor's employees during the term of this agreement.
15. 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.
16. Nondiscrimination.

16.1 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, pregnancy, physical or mental disability, military status, sexual orientation, gender identity, or unfavorable discharge from military service. Grantee understands that federal and state statutes and regulations applicable to awards made by Grantor include civil rights and nondiscrimination requirements and Grantee certifies that it will abide by those requirements. Specifically, those requirements as found in:

- a. The applicable statutes pertaining to civil rights contained in section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. The applicable statutes pertaining to nondiscrimination contained in section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of Juvenile Justice and delinquency Prevention Act of 1974, as amended; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations (Executive Order 13,559 and 28 C.F.R. pt. 38), DOJ Implementing Regulations as found in 28 C.F.R. pt. 42, 28 C.F.R. pt 35, 28 C.F.R. pt 31, and 28 C.F.R. pt 94;
- d. The Illinois Human Rights Act (775 ILCS 5), The Public Works Employment Discrimination Act (775 ILCS 10), The Illinois Environmental Barriers Act (410 ILCS 25); and
- e. Any other applicable Federal, State, or local civil rights or nondiscrimination laws.

16.2 Grantee certifies it shall comply with such guidance regarding civil rights matters as may be issued by Grantor and the United States Department of Justice, Office of Justice Programs, Office for Civil Rights. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5)

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

16.4 Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

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

16.6 Grantee shall designate a Civil Rights Coordinator to serve as a liaison for all civil rights related matters. The Civil Rights Coordinator need not be grant funded. Grantee shall promptly notify Grantor of any change regarding the designated Civil Rights Coordinator.

16.7 Grantee's Civil Rights Coordinator and any program staff and match volunteers who have direct contact with program beneficiaries shall complete annual civil rights training as required and approved by Grantor.

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

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

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

17. Confidentiality of Records.

17.1. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

17.2. Grantee shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

18. Disclosure of Solicitation for Employment. Grantee shall notify Grantor's Ethics Officer if Grantee solicits or intends to solicit for employment any of the Grantor's employees during any part of the award funding process or during the term of any interagency agreement awarded.
19. Eligibility for Employment in the United States. Grantee shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by Grantee to verify that persons employed by Grantee are eligible to work in the United States.
20. Public Statements. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with ARI funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funding under this agreement, and (2) the dollar amount of funding for the project or program.
21. Copyrights and Patents.

21.1. 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.

21.2. 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.

22. Publications.

22.1. Grantee shall submit to Grantor for review, a draft of any publication that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with ARI funds, no later than 60 days prior to its printing.

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

22.3. Grantee shall submit to Grantor, copies, the number of which will be specified by Grantor, of the final publication no later than 20 days prior to release of the final publication.

22.4. Exceptions to the above publication requirements may be granted upon prior Grantor approval.

22.5. Any such publication shall contain the following statement:

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

22.6. These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

23. Transparency Act Compliance. Grantee and Program Agency further agree that all agreements entered into with sub-grantees or contractors, shall require compliance by the sub-grantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 including obtaining a DUNS number and maintaining registration with SAM.gov. The acquisition of a DUNS number and registration with SAM.gov is not required of sub-grantees and contractors who are individuals.

24. Renegotiation, Modification, or Amendment. No alteration, variation, modification, termination, addition to or waiver of any provisions of this Agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of Grantor is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

25. Failure to File in a Timely Fashion.

25.1. 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.

25.2. 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.

26. Reporting Grant Irregularities.

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

26.2. Grantee shall inform any sub-recipient of Grantor’s grant funds that the sub-recipient is similarly obligated to report irregularities and Grantee shall provide a copy of Grantor’s policy to any sub-recipient.

26.3. 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.

26.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

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

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606
Phone: 312- 793-8550

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

27.1. 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.

27.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor by mail at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606
Phone: 312- 793-8550

28. Use of Funds. Grantee certifies that it, and its subcontractors, shall use grant funds, if applicable, funds for only allowable services, activities and costs, as described in the Agreement. Grantee certifies that only those costs listed in the Budget shall be paid pursuant to this Agreement.

29. Grant Funds Recovery and Involuntary Withholdings.

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

29.2. Grantee shall notify Grantor if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or any other state, or has been subject to an Involuntary Withholding by the State of Illinois or any other state within the past five (5) years. If Grantee is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has

been the subject to an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding, Grantor may terminate this agreement at Grantor's discretion.

30. Crimes of Dishonesty.

30.1. Grantee certifies that is own and its sub-grantees' and its sub-contractor's board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

30.2. 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 have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. 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 have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

31. Timekeeping.

31.1. Grantee shall, in furtherance of its performance of all aspects of the program description and budget as set forth in the attached exhibits and the Budget, maintain time keeping records for all grant-funded and match personnel as follows:

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

31.2. 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.

31.3. 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.

31.4. Along with each quarterly report, Grantee shall submit a Quarterly Time Keeping Certification to Grantor. The Quarterly Time Keeping Certification shall include a certification listing all employees who must complete PARs as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.

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

32. 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. Utilizes generally accepted standards of accounting.

33. Project Monitoring and Evaluation.

33.1. 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.

33.2. 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.

33.3. 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, as requested by Grantor.

34. Conflict of Interest in Hiring and Procurement. 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.

35. **Background Checks.** Background checks are required for all program staff and volunteers who have direct contact with youth (under 18 years) before hiring or before working on the program. Grantee must have a written protocol on file requiring background checks for all such staff and volunteers, and maintain documentation of their completion and results. Background checks must include fingerprint-based background checks through the Illinois State Police.

Such staff or volunteers with the following convictions will automatically be excluded from working on the program:

- sex offenses;
- criminal offenses in which the victim is a youth, including, but not limited to, child abuse and child endangerment; and
- any Class X felony for which the person has completed parole/supervised release within the past 5 years.

36. **Safeguarding Constitutional Protections Related to Religion**

36.1 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.

36.2 Faith-based organizations may take into account religion when hiring staff consistent with the Religious Freedom Restoration Act and other applicable laws. However, Grantee must receive approval from the Department of Justice, Office for Civil Rights before doing so, if the grant is funded with federal funds.

36.3 Absent exigent circumstance, prior to enrolling or providing services to a beneficiary, faith-based organizations shall provide a written notice to the beneficiary which contains at a minimum the following information: (i) The organization may not discriminate against beneficiaries or prospective beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; (ii) The organization may not require beneficiaries or prospective beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary; (iii) The organization must separate in time or location any privately funded explicitly religious activities from activities supported by direct Federal financial assistance; (iv) If a beneficiary or prospective beneficiary objects to the religious character of the organization, the organization will undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no objection; and (v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the Office for Civil Rights or the intermediary that awarded funds to the organization.

36.4 If a Grantee beneficiary or prospective beneficiary objects to the religious character of the faith-based organization, Grantee shall promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no objection based on the organization's religious character.

37. 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.
38. 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.

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PART THREE – THE PROJECT-SPECIFIC TERMS

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

1. Penalty for Failure to Divert. Under the Adult Redeploy Illinois enabling statute, any Grantee not meeting its required reduction shall be assessed a penalty. The Adult Redeploy Illinois Oversight Board (ARIOB) has set the maximum penalty at one half the marginal cost of incarceration (based on current costs of incarceration, the maximum penalty is \$4,000). The amount of the penalty assessed will be left to the discretion of the ARIOB but the Board shall take into consideration factors affecting the Grantor’s ability to meet the required reduction, including whether the failure to meet the reduction was beyond the control of the jurisdiction or other extenuating or mitigating circumstances.

2. 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.

3. Corrective Action Plan.
 - 3.1 At the end of each quarter, the Grantee and the Grantor will (1) do a review of the number of individuals diverted from the Illinois Department of Corrections (using the Grantee’s and IDOC’s data) and (2) assess whether the number conforms with the Grantee’s approved plan in order to achieve the annual 25% reduction included in the plan.

 - 3.2 If either the Grantee or the Grantor believes that it will not, they shall bring the issue to the next meeting of the ARIOB (or within the first month of the next quarter, whichever is sooner) with a plan for remediation, designed to avert a penalty charge to the Grantee. The Grantee may choose to send its representatives to the ARIOB meeting to explain the plan, and the ARIOB shall act on the plan immediately upon its receipt.

 - 3.3 Should the ARIOB not accept the plan, the Grantee will have the opportunity to modify the plan or withdraw from the program by the next ARIOB meeting (or the second month of the quarter, whichever is sooner). Should the Grantee accept the corrective action plan, the plan shall include a schedule for reporting on the progress of the plan, with regular reports at least once a quarter to the ARIOB, until such time as the ARIOB agrees that the corrective action plan has been successfully implemented.

 - 3.4 A similar corrective action plan process will be followed as it relates to Grantee’s failure (or risk thereof) to meet other contractual performance measures stated in the Illinois Crime Reduction Act (730 ILCS 190/*et. seq.*), namely the use of assessment tools and evidence-based practices, appropriate target/service population, and provision of required data.

4. Participant Risk Assessment Levels.
 - 4.1 At the end of each quarter, the Grantee and the Grantor will do a review of the risk assessment scores of all participants currently in the program. If the following threshold is not met, the Grantor may initiate (1) training or technical assistance and/or (2) a corrective action plan.

 - 4.2 Threshold: Threshold means the aggregate minimum risk assessment scores, based on the local

county standards, for participant risk levels to meet the percentage and timeframe. For Adult Redeploy Illinois, at least 80% of incoming participants shall have moderate to high-risk assessment scores. The threshold seeks to ensure that Adult Redeploy Illinois programs are serving a moderate to high-risk prison bound population.

5. Problem Solving Courts (PSC) Certification. If the Grantee is determined to be an existing PSC, proposed PSC, or specially designated PSC calendar, the Grantee must be evaluated, or in the process of being evaluated, by the Administrative Office of the Illinois Courts (AOIC) and must be certified, or in the process of being certified, as compliant with the Problem-solving Court Standards (Standards) through the certification process and timeline required by the Illinois Supreme Court. All PSC shall comply with all AOIC requirements for certification and recertification. If a PSC is unable to comply with these Standards, the PSC must request time to develop a plan of improvement to allow it to continue operations and that plan must be submitted to AOIC for recommendations. Grantee may continue operations pending receipt of the recommendations from AOIC. Grantee must submit a copy of the recommendations to Grantor. Grantees that are unable to substantially comply with the Standards or AOIC recommendations may risk termination of grant funds. Grantees that are unwilling to substantially comply with the Standards or AOIC recommendations will not receive grant funds for the period in which they are not in compliance.
6. ICJIA Quarterly Data Submission. Grantee certifies that it will submit quarterly data electronically as outlined in the ICJIA data submission documents.
7. Mandatory Data Elements. Grantee agrees to participate in performance measurement and evaluation activities in conjunction with the Grantor and as developed by the ARIOB according to statute. Specifically, the Crime Reduction Act requires a *“performance measurement system that includes but is not limited to the following key performance indicators: recidivism, rate of revocations, employment rates, education achievement, successful completion of substance abuse treatment programs, and payment of victim restitution.”*

Additionally, Grantee site-specific information about the utilization of evidence-based practices will be collected for evaluation purposes. These reporting requirements will be developed upon negotiation with the site administrators and ARIOB. Grantee agrees to provide the following data elements and any other additional data elements developed by the Grantor with the ARIOB:

Demographics:

- Name
- Date of Birth
- Gender
- Race
- SID (fingerprint identification number)

Case Information:

- Current offense (type of offense, class, dates of arrest and sentence)
- Date client was accepted/enrolled in the program
- If not accepted or enrolled state the reason
- Termination date and reason

ARI information:

- Probation/ARI conditions (types of treatment required, restitution, education, etc.)
- Treatment provider(s)

- Status updates on these conditions (movement between phases, interrupted treatment, start date, completion date, compliance with treatment, etc.)
 - Termination from conditions (successful or not, reason for termination, date of completion/termination)
 - Changes in education level and employment
 - Technical violations, rule infractions, other negative behavior (date, violation reason, sanction applied/response)
 - Arrests/convictions while on ARI (date, offense, class, sentence and date if applicable)
 - Risk/other assessment scores, initial and follow up (date and at least final assessed risk level and override if applicable)
 - Number of visits with each client monthly (in-office visits, phone visits, video conference visits, field visits, any time the officer and client meet face-to-face.. Phone contacts should not be counted as face-to-face contacts.)
 - Primary substance of choice (if applicable)
 - Drug testing information (date tested, result of test, substance(s) found if positive, location of test [probation or treatment provider])
 - Diagnosis information
 1. Mental Health (date of diagnosis/actual diagnosis)
 2. Substance abuse/dependence (date of diagnosis, abuse and/or dependence, substance of preference)
8. 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.
9. Match. No match is required for this Agreement.

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STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Peoria		DUNS#: 071436208		NOFO ID: 2115-1302	
CFSA Number: 546-00-2115		CSFA Short Description: Adult Redeploy Illinois (ARI)		State Fiscal Year(s): FY2021	
				Grant #: 192151	
				Project Period: July 1, 2020 - June 30, 2021	
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		\$ 251,766			
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		\$ 124,628			
2. Fringe Benefits 200.431		\$ 66,126			
3. Travel 200.474		\$ 104			
4. Equipment 200.439		\$ -			
5. Supplies 200.94		\$ 8,486			
6. Contractual Services (200.318) & Subawards (200.92)		\$ 29,760			
16. Total Direct Costs (lines 1-15) 200.413		\$ 229,104			
17. Indirect Costs* (see below) 200.414					
Rate: <u>10%</u> Base: \$ <u>226,625</u>		\$ 22,662			
18. Total Costs State Grant Funds (lines 16 and 17)		\$ 251,766			

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:	_____ %
The Distribution Base is:	

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Peoria		DUNS#: 071436208		NOFO ID: 2115-1302	Grant #: 192151
CFSA Number: 546-00-2115		CSFA Short Description: Adult Redeploy Illinois (ARI)		State Fiscal Year(s): FY2021	Project Period: July 1, 2020 - June 30, 2021
<p><i>If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Please read all instructions before completing form.</i></p>					
SECTION B -- MATCH FUNDS					
Program Revenues		Year 1			
Grantee Match Requirement: ___% <i>(ICJIA to populate only if match is required)</i>					
(b). -Cash					
(c). -Non-cash					
(d). Other Funding & Contributions					
NON-STATE Funds Total		\$	-		
BUDGET SUMMARY MATCH FUNDS					
Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		Year 1			
1. Personnel (Salaries & Wages) 200.430		\$	-		
2. Fringe Benefits 200.431		\$	-		
3. Travel 200.474		\$	-		
4. Equipment 200.439		\$	-		
5. Supplies 200.94		\$	-		
6. Contractual Services (200.318) & Subawards (200.92)		\$	-		
16. Total Direct Costs (lines 1-15) 200.413		\$	-		
17. Indirect Costs* (see below) 200.414					
Rate: _____ % Base: _____		\$	-		
18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)		\$	-		

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Peoria	DUNS#: 071436208	NOFO ID: 2115-1302	Grant #: 192151
CFSA Number: 546-00-2115	CSFA Short Description: Adult Redeploy Illinois (ARI)	State Fiscal Year(s): FY2021	Project Period: July 1, 2020 - June 30, 2021

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 Peoria
Name of Applicant Institution/Organization

County of Peoria
Name of Applicant Institution/Organization

Tenth Judicial Circuit
Institution/Organization

Signature

Signature

Signature

Nicole Bjerke
Name of Official

Andrew Rand
Name of Official

Honorable Paul P. Gilfillan
Name of Official

Peoria County Treasurer
Title
Chief Financial Officer (or equivalent)

Chairman, Peoria County
Title
Executive Director (or equivalent)

Chief Judge of the Tenth Judicial Cir
Title
Executive Director (or equivalent)

Date of Signature

Date of Signature

Date of Signature

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

Section C - Budget Worksheet & Narrative

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

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

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)			
<i>Tim Weldy</i>	<i>Redeploy Officer</i>	\$ 46,951	Year	100.00%	100%	\$ 46,951		\$ 46,951
<i>Drake Comfort</i>	<i>Redeploy Officer</i>	\$ 46,131	Year	100.00%	100%	\$ 46,131		\$ 46,131
<i>Robert Askins</i>	<i>Probation Supervisor</i>	\$ 63,091	Year	50.00%	50%	\$ 31,546		\$ 31,546
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
Total						\$ 124,628.00	\$ -	\$ 124,628.00

Personnel Narrative:

- (2) Redeploy Officers provide the supervision and services of ARI. This includes conducting screenings for the program, office visits, drug tests, breathalyzers, community visits, home visits, case plans, goal review, action steps, GPS monitoring, and cognitive behavioral groups. Their respective salaries of the officers will be \$46,951 and \$46,131.
- The Probation Supervisor serves as the ARI Coordinator. He supervises the officers as well as serving as a liaison of the program to the courts and the community. His CFY salary is \$63,091 and this position is 50% dedicated to Adult Redeploy (\$63,647 at 50% = \$31,546.)

Section C - Budget Worksheet & Narrative

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

Note: Please see ICIIA 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)			
						\$ -
						\$ -
						\$ -
						\$ -
<i>Total</i>				\$ -	\$ -	\$ -

Equipment Narrative:

explore the latest research and issues of justice involved individuals with behavioral health needs. The ILAPSC mission is to promote problem-solving courts in Illinois by providing education, assistance, training, and development through collaboration of behavioral health and justice systems. The estimated registration cost is \$295 per person

3. GPS electronic monitoring services for ARI participants. Peoria County offers 3 different levels of supervision. They vary in cost per day. The 3 costs are \$3.50, \$5, and \$7 per day. Peoria County estimates that 9% of ARI participants would be assigned to electronic monitoring. If the average cost per day is \$5 and 9% ($88 \times 9\% = 7.92$ or 8 participants) will be assigned, resulting in a calculation of $\$5 \times 8 \times 365$ days is \$14,600 or \$1,216.66 per month.

4. Alcohol monitoring services for ARI participants. Peoria County estimates that 6% ($88 \times 6\%$) or 5 participants will require continuous alcohol monitoring with an approximate cost per day of \$7. The annual cost would be $5 \times \$7 \times 365 = \$12,775$ or \$1,064.58 per month.

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			
<i>Personnel, Fringe benefits, Travel, Supplies, Contractual</i>	\$226,625	10.00%	\$ 22,662		\$ 22,662

Indirect Cost Narrative:

Peoria County has not had 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). MTDC is calculated to be \$226,625. 10% of this amount is \$22,662. For the contractual category, the contract for alcohol and electronic monitoring is one contract and limited at \$25,000 by indirect cost limits. Therefore, \$2,375 was subtracted from the GPS/Alcohol Monitoring total contractual cost of \$27,375.

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 Peoria
Institution/Organization

County of Peoria
Institution/Organization

Signature

Signature

Nicole Bjerke
Name of Official

Scott Sorrel
Name of Official

Peoria County Treasurer
Title
Chief Financial Officer (or equivalent)

Peoria County Administrator
Title
Executive Director (or equivalent)

Date of Signature

Date of Signature

Section C - Budget Worksheet & Narrative

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-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	\$ 124,628.00	\$ -	\$ 124,628.00
2. Fringe Benefits	\$ 66,126.00	\$ -	\$ 66,126.00
3. Travel	\$ 104.00	\$ -	\$ 104.00
4. Equipment	\$ -	\$ -	\$ -
5. Supplies	\$ 8,486.00	\$ -	\$ 8,486.00
6. Contractual Services	\$ 29,760.00	\$ -	\$ 29,760.00
16. Indirect Costs	\$ 22,662.00	\$ -	\$ 22,662.00
TOTAL PROJECT COSTS	\$ 251,766.00	\$ -	\$ 251,766.00

ICJIA Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: County of Peoria	DUNS#: 071436208	NOFO ID: 2115-1302	Grant #: 192151
CFSA Number: 546-00-2115	CSFA Short Description: Adult Redeploy Illinois (ARI)	State Fiscal Year(s): FY2021	Project Period: July 1, 2020 - June 30, 2021

FOR ICJIA USE ONLY

Final Budget Amount Approval

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

Budget Revision Amount Approval

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

Budget Revision Amount Approval

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

§200.308 Revision of budget and program plans

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

State of Illinois -- Uniform Budget Template (updated by ICJIA) -- GATA General Instructions

Section A – Budget Summary

FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by all applicable budget categories. **Please read all instructions before completing form.**

FEDERAL/STATE GRANT FUNDS

Provide a total requested ICJIA Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories.

For each project year for which funding is requested, show the total amount requested for each applicable budget category.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section A - Indirect Cost Information: *(This information should be completed by the applicant's Business Office)*. If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

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

- A) **Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our 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 statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)**

Option (2a): The applicant 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. The applicant 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 by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

OR

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant 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:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated*

Option (3): The applicant 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**: The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs. **Note** the applicant may only use the 10 percent de minimis rate if the applicant does not have an Approved Indirect Cost Rate Agreement. The applicant may not use the de minimis rate if it is a Local government, or if your grant is funded under a training rate or restricted rate program .

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note**: See Notice of State Award for Restricted Rate Programs

Section B - Budget Summary

MATCH FUNDS

MATCH FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-ICJIA resources to the project, the applicant must provide a revenue breakdown of all Match funds in lines (b)-(d). the total of "Match Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – MATCH FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other match resources to the project, these costs should be shown for each applicable budget category of Section B.

For each applicable budget category for which matching funds are provided, show the total contribution. Only use those categories that are visible.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable ICJIA-specific instructions.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For match funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value of the contributed goods or services.

Budget Instructions (General)

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§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.

State of Illinois -- Uniform Budget Template (updated by ICJIA) -- ICJIA Specific Instructions

Section A – Budget Summary

I. Section A: Federal/State funds are those that come from ICJIA as part of a NOFO or continuation. The Implementing Agency is the entity that will be responsible for managing the agreement. Please complete all cells in blue. If indirect costs are being included in the budget, don't forget to include the Rate and Base in the left column. The following information can be found on the GATA website or on the Uniform Notice of Funding Opportunity (NOFO): NOFO ID; CFSA Number; CFSA Short Description; State Fiscal Year(s) and Project Period. If this is a continuation grant, please enter the grant number.

II. Section A - Indirect Costs: One of the following must be checked: Item 1; 2a or 2b; 3, 4, or 5. If Option 1 or 2a is selected, then the box at the bottom of the page must be filled out.

III. Section B: All required match must be included. If you are including additional match (overmatch), do not separate required match from overmatch. Those amounts should be combined together. If match is being included in your budget, please complete all cells in blue. If indirect costs will be paid by matching funds, include the Rate and Base in the left column.

IV. Applicant Certification: The Implementing Agency (and Program Agency, if different from the Implementing Agency), must complete this form at the time the grant agreement is signed.

V. FFATA Form: This should only be filled out if the source of ICJIA funds is federal (ie JAG, VOCA, VAWA, etc.) AND if the implementing agency receives \$25,000 or more in federal funds. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Uniform Notice for Funding Opportunity (NOFO). If there is a CFDA number, then this award includes federal funds.

VI. Section C1- Personnel:

- A) If a cost of living increase is anticipated, please reflect the adjusted salary in one line item. In the justification, please state that the salary reflects a cost of living increase and provide the amount/length of time of the initial salary and amount/length of time of the final salary.
- B) If you are budgeting for overtime, please put the overtime amount on the bottom row. In the justification, please state how the overtime amount has been calculated.
- C) Quantity of time will depend on the basis selected.

VII. Section C2 - Fringe:

- A) If additional staff were added to the Personnel tab, please make sure they are also added here. Check the totals to make sure that all additional personnel are included. Fringe should include both the ICJIA and match amounts.
- B) If a personnel's salary is prorated, then the flat rate fringe must also be prorated.
- C) Please enter the percentages for retirement, insurance (include health, dental and life) and workman's comp. If there are other fringe benefits, please enter what the benefit is and the percentage.
- D) Column M has been provided for any flat rate fringe benefits. Please enter the dollar amount in Column M. The narrative should provide sufficient detail that ICJIA understands how the flat rate fringe benefits were calculated.

VIII. Section C3 - Travel:

- A) This page is to be used for all travel costs - both daily and out of town. Please put similarly purposed trips together. For example - daily mileage reimbursement costs can all be on one line item and daily parking costs on the next line item. Out of town trips should also be listed together. For example, if you will attend two conferences, please put costs associated with the first conference together, and then put costs associated with the second conference together.
- B) Travel expenses can not exceed the State of Illinois rates (or your agency's rate, whichever is lower). Mileage, per diem, and lodging rates can be found here: <https://www.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx> (copy and paste this address into a web browser).

IX. Section C4 - Equipment:

- A) All equipment must be purchased no later than 90 days after the start of the grant, unless otherwise approved by your ICJIA grant monitor.
- B) Equipment must be pro-rated if the piece of equipment will be used for any purpose other than the grant program.

X. Section C5 - Supplies: Please list all supplies/commodities in this section.

XI. Section C6 - Contractual Services: Pro-rated Share - Certain contractual costs must be pro-rated to determine how much can be applied to the grant program. For example, telephone costs would be proportional to the number of FTEs on the grant funded program divided by the total number of FTE employees in the office. Utility or rent costs would be proportional to the space occupied by the grant funded program divided by the total space.

XII. Section C16 - Indirect Costs:

- A) If a federally-approved or state-approved indirect cost rate is being included, please provide the letter showing the approved indirect cost rate.
- B) If any indirect cost rate is being included (de minimus, federally approved or state approved), the certification must be signed at the time the grant agreement is signed.**

XIII. Summary: Please make sure the amounts on this page are the same as the amounts on each of the Budget Worksheet and Narrative tabs.

XIX. Agency Approval: Do not complete this form - this will be filled out by ICJIA.

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice
MEETING DATE: September 22,2020

ISSUE: Approval of FFY21 IDOT DUI Court Grant Award

BACKGROUND/DISCUSSION: Peoria County received a grant (Agreement Number: AP-21-0217, 13-12) from the Illinois Department of Transportation (IDOT) for 10/1/20 through 9/30/21 in the amount of \$307,724.43. This continuation grant provides full associated with the program and no match funding is required by Peoria County. It's also a reimbursement grant, so revenues are equivalent to expenses.

Peoria County courts have operated a DUI Court for eleven years. Each of those years has been funded by IDOT with federal funds through the National Highway Traffic Safety Administration (NHTSA). In 2016 Peoria County expanded its DUI Court to have a greater focus on individuals with 3+ DUIs. In July 2020, we were notified the grant had been approved for another year. We developed our practices on and around the most effective practices in working with individuals who have committed DUIs. The grant provides funds for electronic monitoring, drug/alcohol testing, two Probation Officers including fringe benefits, a portion of the assigned Assistant State's Attorney, a portion for the Public Defender services, and treatment requirements for the participants. Peoria County is recognized by AOIC as a certified DUI court.

Therefore, we are requesting the Committee approve the IDOT DUI Grant Agreement.

COUNTY BOARD GOALS:



EFFECTIVE SERVICE DELIVERY

STAFF RECOMMENDATION: Approval of the FFY2021 IDOT Grant

COMMITTEE ACTION:

PREPARED BY: Mark Bronke, Director of Probation & Court Services

DEPARTMENT: Court Administration

DATE: September 10. 2020

INTER-GOVERNMENTAL AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

County of Peoria

The ILLINOIS DEPARTMENT OF TRANSPORTATION (Grantor) with its principal office at 2300 S. Dirksen Parkway, Springfield, IL 62764, and County of Peoria (Grantee) with its principal office at 324 Main Street, Room 502, Peoria, Illinois 61602, and payment address (if different than principal office) at N/A hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 071436208 is Grantee's correct DUNS Number, that 671683 is Grantee's correct UEI, if applicable, that 376001763 is Grantee's correct FEIN or Social Security Number, and that

Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select 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 (check one) shall not exceed or are estimated to be \$307,724.43, of which \$307,724.43 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is _____, 69A3752030000405dILO, the federal awarding agency is National Highway Traffic Safety Administration, and the federal award date is 02/03/20. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is State and Community Highway Safety/National Priority Safety Programs and the Number is 20.616. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343. The State Award Identification Number is 343-20661.

1.4 Term. This Agreement shall be effective 10/01/2020 and shall expire on 09/30/2021 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects 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, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

County of Peoria

By: _____
Signature of Omer Osman, P.E. Acting Secretary of Transportation

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: Scott Sorrel

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Printed Title: Peoria County Administrator
Email: ssorrel@peoriacounty.org

By: _____
Signature of First Other Approver's Name and Title

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: _____

Date: _____
Printed Name: Joanne Woodworth
Printed Title: Chief Financial Officer
Designee

Printed Title: _____
Email: _____

By: _____
Signature of Second Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: Philip Kaufmann
Printed Title: Chief Counsel
Designee

By: _____
Signature of Third Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: Director of Highways PI
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

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

ARTICLE III

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 III. Admin. Code 7000.20.

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"GOMB" means the Illinois Governor's Office of Management and Budget.

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

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes.

"Net Revenue" is synonymous with "Profit."

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

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

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

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

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

"Program" means the services to be provided pursuant to this Agreement.

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

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

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

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

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

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

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee by SAM.

ARTICLE IV PAYMENT

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

4.2 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. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. 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.

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

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

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

4.6 Interest.

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

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

4.7 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.

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

**ARTICLE VI
BUDGET**

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

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

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill Admin. Code 700.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4 Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2 Indirect Cost Rate Submission.

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

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

- (i) Appendix 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 institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of 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.

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

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

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

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

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

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

- (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).
- (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
- (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
- (iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

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

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

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

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

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

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

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

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

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

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

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

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

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

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

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and(b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

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

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. 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 207(b)(3) and 200.327. 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 date specified in **PART TWO** or **PART THREE** following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 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 200.344.

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **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 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 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 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE** following the end of the period of performance or Agreement termination. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

15.2 Consolidated Year-End Financial Reports.

(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 **PARTH THREE**.

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

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

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

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

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

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

15.3 Audit Requirements.

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

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

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

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

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

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(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 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

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

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

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

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

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

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

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

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

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

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 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 200.341; 44 Ill. Admin. Code §§ 7000.80, 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 200.342.

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

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

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

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully 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 200.344; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

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

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

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

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

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

**ARTICLE XIX
STRUCTURAL ORGANIZATION**

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

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 30 ILCS 708/35.

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

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

ARTICLE XXII EQUIPMENT OR PROPERTY

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

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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

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

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS**

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

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

**ARTICLE XXVI
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

26.12 Precedence.

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

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) 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 final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A
PROJECT DESCRIPTION**

CSFA Number

494-10-0343

NOSA/SAIN Number

343-20661

GATA Registration Number

671683

The goal of the Grantor is to increase highway safety through means of safety program grants under the Highway Safety Program. The goals of the Highway Safety Program include: reduce motor vehicle crashes, fatalities and injuries; increase proper use of occupant protection devices; and reduce impaired driving. The strategies to implement are enforcement, training, outreach, and education. The Grantee is a selected recipient of the safety program grant to assist the Grantor in meeting its highway safety goal.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the Attachment of the FFY21 application packet for NOFO 21-0343-03. The funding shall be used as per the agreed upon budget pending the FFY20 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the grant agreement.

I. PROJECT DESCRIPTION

The County of Peoria sees a specific problem that exists in this area is the high number of Driving Under the Influence (DUI) arrests and the number of repeat drinking and driving offenses, along with other criminal offenses. The problem affects those across all populations. Those who are committing the offense of DUI may be committing other offenses or have other criminal cases. All residents of Peoria County are affected by the number of DUI arrests and repeat offenders of DUI. Those who reside in zip codes with a higher number of DUI arrest are affected more than those in other zip codes. Those who are committing the offense fall within all demographic areas specific to Peoria County.

Peoria County anticipates an ongoing problem of repeat DUI offenders to continue and become increasingly problematic. Peoria County will continue to utilize the use of the Impaired Driving Assessment (IDA) along with the Adult Risk Assessment (ARA) in order to supervisor DUI offenders at the appropriate level to further combat the growing problem of impaired driving.

**EXHIBIT B
DELIVERABLES OR MILESTONES**

The BSPE 07 Non-Enforcement Performance Report form must be submitted with the BSPE 600 Highway Safety Project Claim for Reimbursement LAP and Non-Law Enforcement form as determined in the Attachment form (BSPE 421) included in the application packet for NOFO 21-0343-03 if applicable. In addition, the duties performed must also parallel the information in the Attachment used in the application packet for NOFO 21-0343-03. The BSPE 07 Non-Enforcement Performance Report form shall clearly show and state the progress as it pertains to the specific program being funded by this Agreement. All BSPE 07 Non-Enforcement Performance Report forms and BSPE 600 Highway Safety Project Claim for Reimbursement LAP and Non-Law Enforcement forms shall be submitted electronically to the Grantor Contact listed in Exhibit D of this Agreement.

The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis pursuant to Article XIII and Article XIV in this agreement. The specifics for reporting the BoBS 2832- whether quarterly or monthly- are listed in Exhibit G of this Agreement. The required reporting of the BoBS 2832 was brought about as a requirement for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency Act (FFATA). The required reporting for the Grantee shall vary from grant to grant. However, the specifics for reporting for this specific Agreement are listed as such:

Quarterly reports are due no later than 5:00 p.m. on: January 30, 2021; April 30, 2021; July 30, 2021; and the final report on October 30, 2021. Quarterly reports will consist of: Quarter 1 (October 1, 2020- December 31, 2020 due January 30, 2021); Quarter 2 (January 1, 2021- March 1, 2021 due April 30, 2021); Quarter 3 (April 1, 2021- June 30, 2021 due July 30, 2021); and Quarter 4 (July 1, 2021- September 30, 2021 due October 30, 2021). The Grantee must submit the BoBS 2832 on or before the corresponding quarterly due dates even in the event that the Agreement is not fully executed until after the October 1, 2020 federal fiscal year start date. In the event that an Agreement is not fully executed until after October 1, 2020, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit D of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

Monthly reports are due no later than 5:00 p.m. on: November 30, 2020; December 30, 2020; January 30, 2021, March 2, 2021; April 30, 2021; May 30, 2021; June 30, 2021; July 30, 2021; August 30, 2021; September 30, 2021; October 30, 2021. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: October 2020 due November 30, 2020; November 2020 due December 30, 2020; December 2020 due January 30, 2021; January 2021 due March 2, 2021; February 2021 due March 30, 2021; March 2021 due April 30, 2021; April 2021 due May 30, 2021; May 2021 due June 30, 2021; June 2021 due July 30, 2021; July 2021 due August 30, 2021; August 2021 due September 30, 2021; and September 2021 due October 30, 2021. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit D. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit D of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

The grants funding opportunities under NOFO 21-0343-03 are funded by both the State of Illinois and NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

I. DELIVERABLES AND MILESTONES

Peoria County intends for this request to continue to maintain the 2 current DUI court programs that Peoria County has to offer. These programs have already been implemented and the need for them to continue is significant.

The first program is a certified problem-solving treatment court focused on the multiple repeat offender with 3+ DUI offenses or a 2nd DUI with high risk. This treatment court follows the national best practices for problem-solving court and is certified by the Illinois Supreme Court. This court provides high accountability (Reporting to the court, treatment and probation on a weekly basis to begin and then less frequent as the participant moves through the program). This Court provides a team of dedicated and professional staff (Presiding Judge, prosecutor, defense attorney, treatment providers, probation, law enforcement and the problem-solving court coordinator) who are assigned to the court. This

team meets on a weekly basis to discuss and review cases set for the specific week. Each participant is subject to treatment, probation supervision and advanced alcohol monitoring.

The second program is offered to all other DUI offenders. The court assesses risk of the offender and may order treatment reviews (generally on a monthly basis), alcohol monitoring and treatment.

Peoria Counties goal of both of these programs is to enhance public safety by engaging individuals in treatment and changing behavior. Treatment services look to decrease alcohol abuse while increase sobriety. The purpose of probation supervision and alcohol monitoring are to provide boundaries and external control factors, while long-term treatment focuses on behavior change.

The specific tasks and associated timelines for each task are already in place and will be continued by the Peoria County Courts.

Provide early screening, assessment and court intervention.

Objective 1: Referrals to the Peoria County DUI Problem Solving Court (DUI PSC) will be reviewed within 14 days.

Objective 2: Participants will have a treatment assessment within 21 days of plea.

Objective 3: Participants will commence probation supervision with in 7 days of plea.

Promote public safety by reducing incidents of repeat drinking/driving offenses and other criminal offenses

Objective 1: Participants' rearrest rate will decrease while in the program.

Objective 2: Participants' rearrest rate will decrease after completion of the program.

Objective 3: Participants' will not be arrested for other criminal offenses while in the program.

Objective 4: Participants' will not be arrested for other criminal offenses after the completion of the program.

Offer and operate a cost-effective program to the taxpayer.

Objective 1: Reduce costs to the taxpayer by reducing the number of persons committed to jail and/or prison for violation of probation.

**EXHIBIT C
PAYMENT**

Grantee shall receive \$307,724.43 under this agreement.

Enter specific terms of agreement here:

I. Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/ Responsibilities in Exhibit A, Project Description. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for supplies and equipment purchased, the Department may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the Deliverables or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee shall submit all claims on the BSPE 600 Highway Safety Project Claim for Reimbursement LAP and Non-Law Enforcement form.

All claims for reimbursement and final reports are due to the Bureau of Safety Programs and Engineering by Monday, November 1, 2021 following the grant period. Failure to submit these documents by the required due date will significantly delay payment and may result in additional time and paperwork by filing through the Illinois Court of Claims should the claim be determined to be lapsed. Any expenditure made prior to the agreement approval date is the responsibility of the Grantee.

The Grantee must submit any claims for reimbursement for allowable expenditures along with all supporting documentation to the Grantor no later than 5 p.m. on Monday, November 1, 2021 in order to receive reimbursement.

(a) Any invoices/bills issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor at:

Illinois Department of Transportation
Bureau of Safety Programs & Engineering
2300 Dirksen Parkway, Room: 005
Springfield, IL 62764

II. All claims and supporting documents shall be signed by an authorized representative of the Grantee.

(a) The claim must include:

(i) The Agreement Number.

(ii) Requests for reimbursement must be requested on the Grantor's designated form.

(iii) Back up documentation, which may include invoices and receipts for expenditures must be submitted with each claim.

III. Review and Approval

(a) Upon submittal of a claim, the assigned Grantor contact listed in Exhibit D of this Agreement reviews and checks:

(i) Mathematical accuracy of the claim.

(ii) That requested reimbursement is consistent with items included in the approved budget.

(iii) That total amount requested for reimbursement is proportional to total amount budgeted.

(iv) That expenditures for each line item are less than or equal to the budgeted amounts and are allowable.

(v) Completion of the work.

(b) Failure to provide a complete claim may delay or prevent reimbursement. If there are problems with the claim, the assigned Grantor contact listed in Exhibit D of this Agreement will contact the Grantee to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected claim by the Grantee.

(c) The assigned Grantor contact listed in Exhibit D of this Agreement will review and approve or reject the claim within 30 days of the Grantee's submittal. If rejected, the claim will not be processed for payment until any revisions are approved by the Grantee.

IV. Manager Approval

(a) Once a claim is approved for payment, the Grantor's Finance Unit processes the claim for payment by the Comptroller.

V. Send Payment

(a) Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Remittance Address listed on this Agreement.

VI. Indirect Cost Rate Eligibility

(a) Indirect cost rate shall be referred to as indirect cost rate or rate(s) throughout the language in this grant agreement.

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

i. The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA); If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 10% provisional De Minimis rate until the rate is finalized.

ii. The Grantee is eligible to receive a provisional rate at the commencement of the grant agreement should the rate for the corresponding fiscal year not yet be finalized;

iii. The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

(c) The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the grant year.

i. If the Grantee provisional rate is finalized at a higher rate, the Grantee can request an amendment to the agreement. If there is funding available, it will be at the discretion of the Department to allow the higher rate.

ii. Rates finalized at a lower rate than the provisional rate shall result in the Grantor issuing an amendment to this agreement to lower the provisional rate to the finalized rate.

iii. Any overpayment of indirect costs on reimbursement submittals from the grantee paid under the provisional rate shall be deducted by the Grantor from the total amount owed on remaining reimbursement submittals once the rate is finalized even in the event that the amendment has not been issued or executed. The Grantee will be responsible for repaying to the Grantor any indirect cost overpayment that cannot be recouped from remaining reimbursement submittals.

iv. If provisional indirect cost rates are not finalized by July 1st of the grant year within this agreement, the GRANTOR may recollect all indirect costs that were issued under the provisional rate. These funds will be recollected through remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the GRANTOR will issue a recollection statement to the GRANTEE.

(d) The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXVI subsection 26.13 of this grant agreement.

(e) The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Exhibit C subsection VI of this agreement.

(f) All state university grant recipients shall adhere to the 20% on-campus/10% off-campus rate as per the memorandum issued January 24, 2020 to Grantor grant and program staff from the Grantor's Acting Chief Financial Officer.

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: Kathy Tolle

Title: Safety Grant Administrator

Address: 2300 S. Dirksen Parkway, Room 005, Springfield, IL 62764

Phone: 217-557-5861

TTY#: N/A

Fax#: N/A

Email Address: kathy.tolle@illinois.gov

GRANTEE CONTACT

Name: Mark Bronke

Title: Director of Probation and Court Services

Address: 324 Main Street, Room 502, Peoria, IL 61602

Phone: 309-672-6958

TTY#: _____

Fax#: 309-495-4993

Email Address: mbronke@peoriacounty.org

Additional Information:

EXHIBIT E
PERFORMANCE MEASURES

The Grantee shall:

I. Improve highway safety through the program as described on the Attachment form (BSPE 421) of the application packet for NOFO 21-0343-03. The program will run from October 01, 2020 - September 30, 2021 pending the FFY21 federal and FY20 state budgets. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as referenced in Exhibits B and G of this Agreement. The BSPE 07 Non-Enforcement Performance Report form must be submitted with the BSPE 600 Highway Safety Project Claim for Reimbursement LAP and Non-Law Enforcement form as determined in the Attachment form (BSPE 421) included in the application packet for NOFO 21-0343-03 if applicable. All BSPE 07 Non-Enforcement Performance Report forms and BSPE 600 Highway Safety Project Claim for Reimbursement LAP and Non-Law Enforcement forms shall be submitted electronically to the Grantor Contact listed in Exhibit D of this Agreement.

II. The grant funding opportunities under NOFO 21-0343-03 are funded by NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. This accounting system shall be used in the quarterly reports to include information concerning monetary performance measures as it relates to the final approved budget. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

III. Respond to inquiries and/or requests by the Grantor and any authorized agent of the Grantor:

(a) Respond within a maximum of five (5) business days.

(b) Send all required documentation to DOT.TSgrants@illinois.gov or the email of the assigned Grantor contact listed in Exhibit D of this Agreement.

(c) Alert Grantor, the assigned Grantor contact listed in Exhibit D of this Agreement, and any authorized agent of the Grantor to any issue with accessing, retrieving, securing, procuring, or otherwise establishing necessary documentation as inquired or requested by the Grantor within a maximum of five (5) business days.

(i) Official documentation of any and all issues must be submitted to DOT.TSgrants@illinois.gov or the email of the assigned Grantor contact listed in Exhibit D of this Agreement.

IV. Grant Specific Performance Measures

The Peoria County Courts provides a team of professionals trained in evidence-based practices. An evidence-based practice is defined as a practice that relies on scientific and mathematical evidence for guidance and decision-making. For the court to be certified by the Illinois Supreme Court evidence-based practices need to be adhered to and implemented appropriately to be effective.

The DUI Court provides individualized treatment/supervision plans for each participant based on the clinical and risk assessment. Each participant is expected to work and progress through individualized plans. The DUI Court provides evidence-based treatment for each participant. The average duration of treatment is 18 months.

The DUI Court provides enhanced supervision through the probation department. This includes the use of electronic and drug/alcohol monitoring using the most recent technology, including continuous alcohol monitoring in the highest risk cases. Sanctions, incentives and other support is provided by the DUI court professional team, according to national evidence-based practice standards.

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall also include:

I. Increased program utilization and/or awareness as described in the Attachment (BSPE 421) of the application packet for NOFO 21-0343-03.

II. Statistical analysis of data given by Grantee's BoBS 2832 form to determine direct positive impacts on the safety program as described in the Attachment (BSPE 421) of the application packet for NOFO 21-0343-03.

III. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, the assigned Grantor contact listed in Exhibit D of this Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

(a) The Grantee shall generate and maintain invoices, implementation plan documents and materials and all other related documents including, but not limited to, email and mail correspondence in addition to other materials as listed in this Agreement.

(b) The Grantee may file accurate quarterly advance pay requests no sooner than thirty (30) days prior to the start of the quarter for which an advance is requested. Approval of advance pay request will be determined by Grantor and may be denied.

(c) The Grantee shall file accurate documentation to be compliant with Exhibits B and E in this Agreement.

IV. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and G of this Agreement.

V. Performance Standards

The data obtained helps the court assess the participants risk of re-offending both with a specific DUI offense and overall risk for criminal re-offending. The types of data collected included information related to; substance use, previous criminal behavior (both in general and specific to DUI offenses), criminal attitudes and beliefs, peer associations, education/employment, family support, personality and leisure/recreation. In relation to our DUI Problem solving court, program graduation rates will be included in evaluating this specific program. For offenders in our regular DUI court, looking at treatment completion rates, recidivism rates, probation violation rates and successful completion of probation will all be factors of evaluation.

Data that is obtained is done by administering the Impaired Driving Assessment (IDA) will be used to evaluated participants in the DUI Court program. The IDA identifies the overall risk a participant reoffends with a DUI offense. Along with the IDA, the Adult Risk Assessment (ARA) which is an overall risk assessment will be used to identify the overall risk a participant is to the community. While the IDA is only administered once, the participant is reassessed at 12 months using the ARA. The hope is that some of dynamic factors of the ARA are improved by participating in the DUI court.

EXHIBIT G
SPECIFIC CONDITIONS

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

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and G of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 Grantee Required Reporting form QUARTERLY.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Fiscal And Administrative:

I. Financial and Regulatory Reporting (2 CFR 200.327)

Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

Corrective Action:

Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one (1) year.

II. Audit (2 CFR 200.500)

Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

Programmatic: N/A

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:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$3,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$2,000- \$4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$5,000- \$9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the 10/01/2020 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 09/30/2021 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

Renewal. This Agreement may not be renewed.

N/A

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:

I. Cost records and accounts pertaining to the work covered by this agreement shall be kept available for inspection for a period of time following the date of final reimbursement payment. Copies of such records shall be made available upon request to the Grantor's FOIA Officer by emailing DOT.FOIAOfficer@illinois.gov.

II. The GRANTEE shall abide by conditions set forth by IDOT:

(a) Seat Belt Policy. The GRANTEE shall have in place or establish a department seat belt policy that assures the safety of all personnel by requiring every person, regardless of seating position, to wear at all times a properly adjusted seat belt in all vehicles owned, leased, or rented by the department. This also applies to the operation of privately owned or other vehicles if used on-duty. Due to the police exemption it is insufficient to simply state, "...In accordance with the Illinois Mandatory Seat Belt Law (625 ILCS 5/12-603.1)". A copy of the seat belt policy must be provided to the GRANTOR and also be retained locally in the project file and available for review.

(b) GRANTEE expenditures may be used to meet the Benefit to Local requirement set forth by NHTSA.

(c) Enforcement grantees will conduct continual enforcement throughout patrols and officers leaving their safety patrol to aid operations outside of the grant is not permitted to be paid as part of the grant. This time must be noted in the claim.

(d) Any program income collected during the year must be approved by IDOT and expended during the life of this grant and within the parameters.

(e) Policy on Media Materials. All forms of media, including but not limited to, printed materials, scripts for trainings and public service announcements, and/or interview talking points, must be approved by the GRANTOR prior to any media campaigns whether voluntary or program-required. The GRANTEE shall submit all media electronically to the GRANTOR Contact listed in Exhibit D of this Agreement. Failure to submit media for approval prior to the media campaign shall result in forfeiture of monetary reimbursement for any and all unapproved media. All media must be submitted a minimum of two (2) weeks prior to the start of the media campaign.

(f) Paid time off is to be used within the grant year it was earned. Paid time off is non-transferable.

III. The GRANTEE shall abide by conditions set forth by NHTSA:

(a) Prohibition on Using Grant Funds to Check for Helmet Usage. The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(b) Policy on Seat Belt Use. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the GRANTEE is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can

download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at <http://www.idot.illinois.gov/transportation-system/safety/grants/index>. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

(c) Policy on Banning Text Messaging While Driving. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting.

(d) During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- i. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- ii. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- iii. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- iv. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- v. To insert this clause, including paragraphs (i) through (v), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

(e) Buy America. As set forth in 49 U.S.C 5323(j) and 49C.F.R. Part 661, only steel, iron and manufactured products produced in the United State may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

(f) Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

(g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(h) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

(i) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

(j) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

(k) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

(l) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

(m) RESTRICTION ON STATE LOBBYING (applies to sub-recipients as well as States) None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary
STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

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

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our 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 statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).**



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Section A – Budget Summary (continued)

Option (2a): The applicant 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. The applicant 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 by the applicant, basic information is required for completion of this section. See bottom of “Section-A Indirect Cost Information”.*

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant 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:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.*

Option (3): The applicant 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:** *(The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs.*

Section B – Budget Summary

NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of “Non-State Funds” should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide ost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1017 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Section C – Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§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.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation

Organization Name: County of Peoria

Notice of Funding Opportunity (NOFO) Number: 21-0343-03

Data Universal Number System (DUNS) Number (enter numbers only) : 071436208

Catalog of State Financial Assistance (CSFA) Number: 494-10-0343

CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

Section A: State of Illinois Funds

Fiscal Year: FFY21

REVENUES		Total Revenue
State of Illinois Grant Requested		\$ 307,724.43
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$ 118,989.67
2. Fringe Benefits	200.431	\$ 45,102.17
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$ 13,900.00
6. Contractual Services and Subawards	200.318 & 200.92	\$ 102,793.40
7. Consultant (Professional Service)	200.459	\$
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$ 2,400.00
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 283,185.24
17. Total Indirect Costs	200.414	\$ 24,539.19
Rate %: <input style="width: 100px;" type="text" value="10"/>		
Base: <input style="width: 100px;" type="text" value="MTDC- Provisional"/>		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 307,724.43

Instructions found at end of document.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: County of Peoria

NOFO Number: 21-0343-03

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 in area designated below.)**

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

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

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [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 (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you 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 or 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) and 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, our Organization is using a restricted indirect cost rate that:

is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

complies with other statutory policies.

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 Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: County of Peoria

NOFO Number: 21-0343-03

Section B: Non-State of Illinois Funds

Fiscal Year: FFY21

REVENUES		Total Revenue
Grantee Match Requirement %:	(Agency to Populate)	
b) Cash		\$
c) Non-Cash		\$
d) other Funding and Contributions		\$
Total Non-State Funds (lined b through d)		\$

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	
17. Total indirect Costs	200.414	\$	
Rate %:	<input type="text"/>		
Base:	<input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: County of Peoria

NOFO Number: 21-0343-03

Data Universal Number System (DUNS) Number (enter numbers only) : 071436208

Fiscal Year: FFY21

Catalog of State Financial Assistance (CSFA) Number: 494-10-0343

CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

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).

County of Peoria

Institution/Organization Name:

Peoria County Treasurer

Title (Chief Financial Officer or equivalent):

Nicole Bjerke

Printed Name (Chief Financial Officer or equivalent):

Signature (Chief Financial Officer or equivalent):

Date of Execution (Chief Financial Officer):

County of Peoria

Institution/Organization Name:

Peoria County Administrator

Title (Executive Director or equivalent):

Scott Sorrel

Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date of Execution (Executive Director):

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 onto contractual agreements on the behalf of the organization.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:			
Sub-recipient DUNS: 962846940		Sub-recipient Parent Company DUNS: 071436208	
Sub-recipient Name: Peoria County Administration			
Sub-recipient DBA Name:			
Sub-recipient Street Address: 324 Main Street Room 215			
City: Peoria	State: IL	Zip-Code: 61602	Congressional District: 17
Sub-recipient Principal Place of Performance: 324 Main Street			
City: Peoria	State: IL	Zip-Code: 61602	Congressional District: 17
Contract Number (if known): AP-21-0217	Award Amount: \$307,724.43	Project Period: From: October 1, 2020	Project Period: To: September 30, 2021
State of Illinois Awarding Agency and Project Detail Description: Illinois Department of Transportation LAP Grant-Peoria County DUI Problem-Solving Court			
Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.			
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? Yes <input type="checkbox"/> If Yes, must answer Q2 below. No <input checked="" type="checkbox"/> If No, you are not required to provide data.			
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, you must provide the data. Please fill out the rest of this form.			
Please provide names and total compensation of the top five officials:			
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)

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

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
Dawn Askins	Probation Officer	\$53,722.29	Yearly	100 %	1	\$53,722.29	Add Delete
Troy Monk	Probation Officer	\$56,267.38	Yearly	100 %	1	\$56,267.38	Add Delete
TBD	Assistant States Attorney	\$28.85	Hourly	100 %	312	\$9,000.00	Add Delete
State Total						\$118,989.67	
				%			Add Delete
NON-State Total							
Total Personnel						\$118,989.67	

Personnel Narrative (State):

The two probation officers are full time and fully dedicated to the DUI Court. The officers complete the risk assessment for all participants, attend all court appointments and provide supervision of the individuals who are in the court. This includes developing an individualized case plan, drug/alcohol testing and referral to external resources (treatment, vocational training, educational training, etc.). Their annual salaries are \$53,722.29 and \$56,267.38, respectively. The Assistant State's Attorney (ASA) is responsible for the prosecution of the DUI offenders. The tasks for the ASA include attending all court appointments and representing all prosecutor responsibilities associated with the DUI Court. The ASA will allocate up to 6 hours per week to the operation of the DUI Court = \$28.84614 per hour * 312 hours= \$9,000.

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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 fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
Dawn Askins	Social Security	\$53,722.29	7.65 %	\$4,109.76	Add
					Delete
Dawn Askins	IMRF	\$53,722.29	10.09 %	\$5,420.58	Add
					Delete
Dawn Askins	Longevity Bonus	\$600.00	100 %	\$600.00	Add
					Delete
Dawn Askins	Medical Health	\$3,937.08	100 %	\$3,937.08	Add
					Delete
Dawn Askins	Worker's Compensation	\$616.00	100 %	\$616.00	Add
					Delete
Dawn Askins	Unemployment	\$29.00	100 %	\$29.00	Add
					Delete
Troy Monk	Social Security	\$56,267.38	7.65 %	\$4,304.45	Add
					Delete
Troy Monk	IMRF	\$56,267.38	10.09 %	\$5,677.38	Add
					Delete
Troy Monk	Longevity	\$600.00	100 %	\$600.00	Add
					Delete
Troy Monk	Medical Health	\$17,566.32	100 %	\$17,566.32	Add
					Delete
Troy Monk	Worker's Compensation	\$616.00	100 %	\$616.00	Add
					Delete
Troy Monk	Unemployment	\$29.00	100 %	\$29.00	Add
					Delete
TBD	Social Security	\$9,000.00	7.65 %	\$688.50	Add
					Delete
TBD	IMRF	\$9,000.00	10.09 %	\$908.10	Add
					Delete



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
State Total				\$45,102.17	
			%		Add
					Delete
Non-State Total					
Total Fringe Benefits				\$45,102.17	

Fringe Benefits Narrative (State):

These are the costs of fringe benefits associated to the personnel positions. This includes the longevity bonus of Dawn Askins (\$600) and Troy Monk (\$600), IMRF contributions for both probation officers and the Assistant State's Attorney ($\$118,989.67 * 10.09\% = \$12,006.06$), annual medical/health benefits for the Probation Officers are \$3937.08 and \$17,566.32, respectively, unemployment compensation for both Probation Officers ($\$29 * 2 = \58), worker's compensation employer's share for both Probation Officers ($\$616 * 2 = \$1,232.00$) and Social Security for the Probation Officers and Assistant State's Attorney ($\$118,989.67 * 7.65\% = \$9,102.71$).

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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 consultant 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.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							

Travel Narrative (State):
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

4). Equipment (2 CFR 200.439)

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

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Equipment				

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
Drug/alcohol testing supplies	12	\$1,100.00	\$13,200.00	Add Delete
SPSS Research Renewal	1	\$700.00	\$700.00	Add Delete
State Total			\$13,900.00	
				Add Delete
Non-State Total				
Total Supplies			\$13,900.00	

Supplies Narrative (State):
 The costs of testing supplies for Breathalyzers and urinalysis. An intricate part of the DUI Court is supervising offenders' drug/alcohol consumption (\$1100 * 12 months - \$13,200) and an evidenced based component of problem-solving courts. SPSS is software for the researcher to utilize in analyzing the data from the DUI Court. The renewal license for the SPSS Software is \$700.

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : 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 sub-recipient for the sub-recipient 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 supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
Human Service Center	\$27,500.00	Add Delete
Peoria County Public Defender	\$15,000.00	Add Delete
SCRAM Systems of Illinois	\$60,293.40	Add Delete
State Total	\$102,793.40	
		Add Delete
Non-State Total		
Total Contractual Services	\$102,793.40	

Contractual Services Narrative (State):

The Human Center provides all of the treatment services for the 50 offenders of the DUI Court. The estimated costs to provide the treatment services for the DUI Court is \$275,000 for a year. It is estimated 90% of these costs will be paid from other sources (health insurance, public entitlement, etc.). The portion for the grant is \$27,500 (\$275,000 * 10%). The Public Defender will provide defense counsel services to the DUI Court. The Public Defender estimates 2 hours per week at \$150 per hour. It is estimated the court will meet 50 times per year. The total cost is \$15,000 (50 meetings * \$150 per hour * 2 hours per week). SCRAM Systems provides the electronic monitoring of the participants. GPS monitoring and electronic alcohol monitoring are components of supervision of the DUI Court.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Consultant Services (Fees)						

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Construction			

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add Delete
State Total			
			Add Delete
Non-State Total			
Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")



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12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
Registration for the ILAPSC Conference	8		\$300.00	1	\$2,400.00	Add Delete
State Total					\$2,400.00	
						Add Delete
NON-State Total						
Total Training and Education					\$2,400.00	

Training and Education Narrative (State):

The Illinois Association of Problem Solving Courts annual conference provides critical information and training for problem-solving courts. It provides a venue for multiple disciplines to connect and be trained at one location. This conference is critical in the ongoing training and expertise of the DUI Court. Registration is not set at this point; however, it is estimated at \$300 per registrant. Peoria County would send each of the DUI Court Team members (Judge, Court Coordinator, Assistant State's Attorney, Public Defender, 1 Probation Officer, Director of Probation and Court Services, Captain of Sheriff's Office and 1 Treatment provider). The total of registration is \$2,400 (8 * \$300).

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



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13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Direct Administrative Costs							

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



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14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g., Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



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15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: _____

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



**State of Illinois
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16). Indirect Cost (2 CFR 200.414)

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

Description	Base	Rate	Indirect Cost	Add/Delete Rows
Direct Salaries and wages	118,990	\$0.10	\$11,898.97	Add Delete
Fringe Benefits	45,102	\$0.10	\$4,510.22	Add Delete
Supplies	13,900	\$0.10	\$1,390.00	Add Delete
Training and Education	2,400	\$0.10	\$240.00	Add Delete
Contracts	65,000	\$0.10	\$6,500.00	Add Delete
State Total			\$24,539.19	
				Add Delete
Non-State Total				
Total Indirect Costs			\$24,539.19	

Indirect Costs Narrative (State):
10% de minimis provisionally offered. For the contracts category, there are 2 contracts greater than \$25,000 so \$25,000 is used as the base while the 3rd contract is \$15,000 so that is used as the base.

Indirect Costs Narrative (Non-State):



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative 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.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel	\$118,989.67		\$118,989.67
2. Fringe Benefits	\$45,102.17		\$45,102.17
3. Travel			
4. Equipment			
5. Supplies	\$13,900.00		\$13,900.00
6. Contractual Services	\$102,793.40		\$102,793.40
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education	\$2,400.00		\$2,400.00
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)	\$0.01		\$0.01
16. Indirect Costs	\$24,539.19		\$24,539.19
State Request	\$307,724.43		
Non-State Amount			
TOTAL PROJECT COSTS			\$307,724.43



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: County of Peoria
Data Universal Number System (DUNS) Number (enter numbers only) : 071436208
Notice of Funding Opportunity (NOFO) Number: 21-0343-03
Catalog of State Financial Assistance (CSFA) Number: 494-10-0343 CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs
Fiscal Year(s): FFY21

Initial Budget Request Amount: \$438,634.43

Prior Written Approval for Expense Line Item: N/A

Statutory Limits or Restrictions: N/A

Checklist: N/A

Final Budget Amount Approved: \$307,724.43

Adam Gabany
Program Approval Name Program Approval Signature Date

Allison Schmidt
Fiscal & Administrative Approval Name Fiscal & Administrative Approval Signature Date

Budget Revision Approved:

STATE USE ONLY
Program Approval Name Program Approval Signature Date

STATE USE ONLY
Fiscal & Administrative Approval Signature Fiscal & Administrative Approval 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.

AGENDA BRIEFING

COMMITTEE: Public Safety & Justice **LINE ITEM:** 091-2-091-3-346-33120 \$26,730
091-2-091-3-346-51031 \$24,000
091-2-091-3-346-52352 \$5,000

MEETING DATE: September 22, 2020

ISSUE:

Appropriation of 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: local solicitation Award and related appropriations for the grant.

BACKGROUND/DISCUSSION:

The JAG funding distribution is based on population and crime statistics as well as law enforcement expenditure data. The Peoria jurisdiction has been certified as a disparate certification and therefore must submit a joint application for the aggregate of funds allocated them, specifying the amount of the funds to be distributed to each of the units of local government (City of Peoria and Peoria County) and purposes for which the funds will be used. A Memorandum of Understanding was completed between the units of local government at application.

This is the fifteenth year Peoria County through the Sheriff's Office partnered with the City of Peoria and its Police Department to apply for the Byrne Justice Assistance Grant (JAG) program.

The City Police Department has been notified of the grant award. The total grant is \$62,801.00. The County's portion is \$26,726.00. The total appropriation will be \$29,000.00, and the remaining \$2,274.00 will come from unreserved fund balance in the C.O.P.S. fund. The Peoria County Sheriff's Office will use these funds to send all firearm qualified staff to use of force training at the Mobile Training Unit at Illinois Central College (ICC), and to send two certified trainers to conduct the training sessions. The equipment portion will be used to purchase a walk-through metal detector.

COUNTY BOARD GOALS:

	COLLABORATION
	FINANCIAL STABILITY

STAFF RECOMMENDATION:

Appropriation of funds as listed above the 2019 JAG

COMMITTEE ACTION:

PREPARED BY: Randy Brunner, Finance Director
DEPARTMENT: Peoria County Sheriff's Office
DATE: September 16, 2020

THE STATE OF ILLINOIS

CITY SECRETARY
CONTRACT NO. _____

COUNTY OF PEORIA

KNOW BY ALL THESE PRESENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF PEORIA, IL AND COUNTY OF PEORIA, IL
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM: FY 2019 LOCAL SOLICITATION**

This Agreement is made and entered into this _____ by and between The COUNTY of PEORIA, acting by and through its governing body, the County Board, hereinafter referred to as COUNTY, and the CITY OF PEORIA acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of PEORIA County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of Article 7, Section 10, of the Constitution of Illinois 1970 and the "Intergovernmental Cooperation Act", (5 ILCS 220/1 et. seq.) and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services for functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$26,726 from the FY 2019 Justice Assistance Grant (JAG) Program award for the purchase of a walk-through metal detector and use of force training for qualified staff.

WHEREAS, the CITY and COUNTY believe it to be in their best interest to reallocate the JAG award as disparate jurisdictions.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The CITY of Peoria agrees to pay the COUNTY of Peoria a total of \$26,726 FY 2019 JAG Funds

Section 2.

The COUNTY of Peoria agrees to use \$26,726 of the funds for the purchase of a walk-through metal detector and use of force training for qualified staff.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et. Seq.).

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et. Seq.).

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services the other party.


Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

Be entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights to any party not a signatory hereto.

CITY OF PEORIA, ILLINOIS



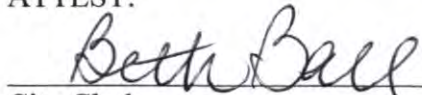
City Manager

COUNTY OF PEORIA, ILLINOIS

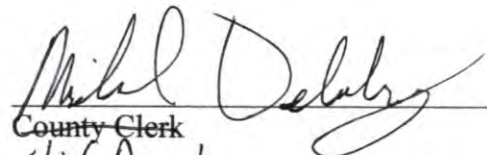


County Administrator

ATTEST:



City Clerk



County Clerk
Chief Deputy

Abstract

The City of Peoria and the County of Peoria are submitting a joint application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for FY 2020 Local Solicitation.

The Peoria County Sheriff's Office is responsible for the Peoria County Jail. The average daily population of the jail ranges averages approximately 350 inmates, with a maximum capacity of 492. The County Sheriff employees 90 corrections staff which operates the Jail twenty four hours per day/seven days per week. The current jail was built in 1985 with an addition in 1999. In 2018 the jail received 7,822 new admits into the jail. The walk-through metal detector in intake has reached the end of its service life and only works intermittently. A high percentage of these new admits could not be properly scanned for metal. A new metal detector that can be in service every day will increase operational safety and security by giving staff a check for metal that could have been missed by human error.

With funds received from this grant, the Peoria County Sheriff's Office will send all gun qualified staff to the use of force training, which is hosted by the Mobile Training Unit at Illinois Central College (ICC), and two certified trainers to conduct the training sessions. The MTU was recently awarded a state grant to set up a VirTra 300 training center. This training will simulate real world scenarios in a 300-degree environment. The scenarios are custom and will be set by the instructors based on the participant's duty assignment. The scenarios have been made by subject matter experts to heavily test the trainee's critical thinking skills, firearms skills under pressure, and psychological preparation for close quarter combat. The Sheriff's Office has requested funds for this training however Peoria County is unable to expand our training budget for this fiscal year.

The technology improvement project will meet new technology standards and improve overall safety and productivity of corrections officers, patrol deputies, and court security officers.

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Public Safety & Justice Committee does hereby recommend passage of the following Resolution:

RE: Appropriation of 2019 Edward Byrne Justice Assistance Grant (JAG) program: local solicitation and related appropriations for the grant.

RESOLUTION

WHEREAS, the attached Agreement is made under the authority of Article 7, Section 10, of the Illinois Constitution, 1970 and the Intergovernmental Cooperation Act (5,5 ILCS 220/1 et. seq.)

WHEREAS, the County of Peoria (hereinafter COUNTY) and the City of Peoria (hereinafter CITY) find that the attached Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates each performing party for the services of functions under the attached Agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$26,726.00 from the JAG award for use of force training and a walk-through metal detector; and

WHEREAS, in order to expend the funds from this agreement, an additional appropriation is requested; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds: and

WHEREAS, your Public Safety, & Justice Committee does hereby recommend approval of the attached Agreement.

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, hereby approves the attached Intergovernmental Agreement with the City of Peoria for Edward Byrne Justice Assistance Grant (JAG) program local solicitation; and \$26,726.00 be appropriated to line item 091-2-091-3-346-33120 and \$24,000.00 be appropriated to line item 091-2-091-3-346-51031; and \$5,000.00 be appropriated to line item 091-2-091-3-346-52352.

RESPECTFULLY SUBMITTED,
PUBLIC SAFETY & JUSTICE COMMITTEE