



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
AND  
Lake County**

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

**PART ONE – The Uniform Terms**

<b>Article I</b>	<b>Definitions</b>
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<b>Exhibit B</b>	<b>Deliverables or Milestones</b>
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<b>Exhibit D</b>	<b>Performance Measures and Standards</b>
<b>Exhibit E</b>	<b>Specific Conditions</b>

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Lake County

DocuSigned by:  
 BY: Delrice Adams  
0723DECA7BD04BF...  
 Delrice Adams, Executive Director  
 Date: 9/23/2024 | 8:31:30 AM CDT

Signed by:  
 BY: Karl Walldorf  
022191E9DDDB428...  
 Karl Walldorf, Executive Director  
 Date: 9/11/2024 | 1:31:22 PM CDT

Signed by:  
 BY: Melissa Gallagher  
B32ADADF0365414...  
 Melissa Gallagher, Interim Chief Financial Officer  
 Date: 9/11/2024 | 3:59:33 PM CDT

Signed by:  
 BY: Daniel Shanes  
D2E0D6EC75AB4CD...  
 Daniel Shanes, Chief Judge, 19<sup>th</sup> Judicial Circuit  
 Date: 9/12/2024 | 8:46:15 AM CDT

**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II**  
**AWARD INFORMATION**

2.1. **Term.** This Agreement is effective on 07/01/2024 and expires on 06/30/2025 (the Term), unless terminated pursuant to this Agreement.

2.2. **Amount of Agreement.** Grant Funds must not exceed \$ 361,549.00, of which \$ 0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. **Payment.** Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

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

2.4. **Award Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2115 and the CSFA Name is Adult Redeploy Illinois (ARI). If applicable, the State Award Identification Number (SAIN) is 2115-52900.

**ARTICLE III**  
**GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and W2VMR6ZKNT21 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. **Tax Identification Certification.** Grantee certifies that: 36-6006600 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

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

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

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

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

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

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully

discriminates (775 ILCS 25/2).

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

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

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

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

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

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

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

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

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

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

criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

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

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

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

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

#### ARTICLE IV PAYMENT REQUIREMENTS

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

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

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



Funds that are not expended or legally obligated.

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

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

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

4.7. Interest.

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

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

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

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

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

further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

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

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

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

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

## ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

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

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

## ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation

methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

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

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

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal

pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

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

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

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

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

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

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

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

## ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

## ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

## ARTICLE X FINANCIAL REPORTING REQUIREMENTS

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

10.2. Financial Close-out Report.

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

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without

further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

## ARTICLE XII AUDIT REQUIREMENTS

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

12.3. Entities That Are Not “For-Profit”.

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

12.4. “For-Profit” Entities.

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



(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

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

#### 13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

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

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

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

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

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

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

13.5. **Effects of Suspension and Termination**.

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

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

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

**ARTICLE XIV  
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV  
NOTICE OF CHANGE**

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

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

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

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

**ARTICLE XVI  
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

#### **ARTICLE XVII CONFLICT OF INTEREST**

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

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

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

#### **ARTICLE XVIII EQUIPMENT OR PROPERTY**

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

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

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

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

#### **ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

#### **ARTICLE XX INSURANCE**

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

detailed in PART TWO or PART THREE.

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

## ARTICLE XXI LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

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

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

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

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

22.10. Precedence.

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

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

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

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

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are

considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

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

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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

The Lake County ARI Program model is firmly based on the Eight Principles of Evidence Based Practices for Risk/Recidivism Reduction. This integrated model incorporates evidence-based interventions and strategies that provide outcome measures intended to show a reduction in recidivism. When the new Adult Risk Assessment (ARA) tool was implemented state-wide in April 2019, Lake County formally adopted the Risk-Need-Responsivity model. The actuarial assessments are used to case plan major risk factors, target dynamic criminogenic needs and address both specific responsivity (non-criminogenic needs, individual barriers to success) and general responsivity (utilization of cognitive intervention strategies aimed to reduce recidivism for high-risk clients). Our Drug Court Program strictly adheres to the Ten Key Components of Drug Courts. The ARI funding received has been essential in enhancing our Drug Court target components #1 (access to alcohol and drug treatment), #4 (access to a continuum of services) and #10 (forging partnerships) that were identified in our initial 2013 application.

The Adult Redeploy Illinois Grant has allowed Lake County to expand and maintain evidence-based programming, while ensuring equal access to justice, by providing continuum of care interventions through recovery coaching, residential substance abuse treatment, recovery home beds, sober living placements, cognitive behavioral therapy (Moral Reconciliation Therapy), peer support specialists and training opportunities. In addition, Lake County Adult Probation continues to utilize internal evidence-based practices such as Motivational Interviewing, EPICS, Thinking for a Change groups, trauma informed techniques and mentoring programs. Lake County Psychological Services provides clients with psychological assessments, offers individual therapy and facilitates Seeking Safety, Anger Management and Parenting groups.

**Statement of the Problem – Unmet Needs**

Since 2013, the ARI grant has allowed our County to address the financial barrier that exists when trying to provide a high dosage of treatment interventions to our clients who are at a higher risk to recidivate. Additional funding through the ARI grant will help preserve the necessary continuum of care to sustain recovery and ensure that criminogenic needs are met while considering the responsivity principle of effective interventions.

Lake County is requesting grant funding through Adult Redeploy to maintain and expand services for high-risk/high-need individuals on probation and in our Problem-Solving Courts. As stated earlier, continued ARI funds will provide an enhanced continuum of care. The ARI grant will allow us to continue utilizing Haymarket Foundation Recovery Coaches, who provide case management and assist with the development of recovery plans to link individuals to community resources and pro-social networks including self-help groups, and other programs. ARI funding will also be invested in treatment interventions essential to preserving a continuum of care. This includes readily available residential treatment through Gateway Foundation. Services through Gateway have historically aided in acceptances of ARI clients and reduced the waiting time for

treatment beds. Recovery home placement will also be provided through ARI funds, which allows for continuum of care programming. Nicasa's Bridgehouse recovery home will still be utilized as a step-down program when leaving residential treatment, or as a relapse prevention strategy when increased substance abuse services are needed. The ARI grant will also continue to include our Peer Support Recovery Specialists through Nicasa, who engage PSC participants in recovery supportive services through prosocial activities, individual consultations and group meetings. Our Peer Support Recovery Specialists are usually the first responders when participants and alumni reach out for help. If our jurisdiction is awarded continued ARI grant funding, the ongoing need for affordable supportive living (Oxford House Model) that clients often seek after completion of treatment and recovery home services will also be continued through the Kalimba Foundation.

In addition, Lake County has partnered with Northern Illinois Recovery Community Organization (NIRCO) to advance racial equity by expanding peer support and recovery coaching services to justice involved clients. NIRCO is a local organization which houses a diverse staff who identify responsibility with persons in recovery. Our FY25 continuation grant would include contracting with NIRCO to increase efforts to build recovery capital for Redeploy participants and address racial disparity by having a NIRCO peer support specialist available to both current Redeploy clients as well as individuals referred to the program. NIRCO will provide expanded peer support services to mentor and support current participants, but also meet with individuals referred for possible enrollment in our Redeploy program to improve accessibility to recovery support services including individual and group support and linkage with community resources. The specialist(s) involvement will supplement, not supplant existing recovery coaching and peer support services. This could potentially increase enrollments and assist individuals with engagement in recovery communities well beyond their involvement in our program.

Our program also plans to continue address transportation barriers by providing reliable transportation for Redeploy clients through the purchase of Chicago Transit Authority Ventra Non-Profit Pace Bus Tickets which can be issued to eligible ARI participants. We began this initiative in 2022 and the tickets are mostly used for clients who are transitioning from incarceration or residential placement into recovery homes and sober living environments. Next fiscal year, we would like to continue to increase pro-social peer support structured activities and offer meaningful client incentives. Many people in recovery must work hard to stabilize themselves, mend relationships, secure housing and find employment. They spend many hours a week in high dosage treatment programs, engaged in counseling services and attending support groups. Lack of pro-social activities is a primary risk factor that can sometimes be overlooked. Therefore, Lake County's FY25 ARI budget proposal once again includes providing Six Flags Great America Amusement Park 1-day passes to eligible ARI clients to attend Peer Support Specialist lead group outings during their open season, which runs from April through October.

### **Program Activities – SFY25**

Lake County's request for continued grant funding through Adult Redeploy will maintain services for high-risk/high-need individuals on probation and in our Problem-Solving Courts. Continued funding will provide an enhanced continuum of care as specified below:

**Recovery Coaching:** ARI funding will allow Lake County to continue utilizing the three recovery coaches provided by the Haymarket Center under the current ARI grant. Recovery coaches deliver services consistent with the “Manual for Recovery Coaching and Personal Plan Development Program” (Loveland and Boyle 2011), and they assist with developing recovery plans to link individuals to community resources and pro-social networks including self-help groups and other local programs.

**Residential Treatment:** Another ARI funded service is residential treatment. The ARI grant provides readily available residential placement through the Gateway Foundation. Waiting times are significantly reduced for inpatient admissions for Redeploy participants. Lake County is again requesting ARI funding anticipated residential Gateway placements. The actual number of clients, days spent in residential treatment and types of services provided may fluctuate, but the total FY25 Gateway Foundation contractor costs should not exceed the amount indicated in the budget proposal.

**Recovery Home Placement:** Lake County will also use ARI funding to provide continued recovery home placements. This service allows for enhanced continuum of care programming for individuals who qualify for the ARI program. The Nicasa Bridge House recovery home is consistently utilized as a step-down program when clients leave residential treatment, or as a relapse prevention resource when increased substance abuse interventions are needed.

**Peer Support Services:** Nicasa also provides peer support recovery specialists through ARI grant funds. The peer support recovery specialists incorporate their life experiences to connect and engage members of the recovery community. They facilitate regular meetings of past and current PSC participants and assure appropriate program linkages with community resources. These prosocial activities and services include art therapy, bowling, volleyball, locally sponsored events and community give back initiatives. Most of these programs are provided during evenings and weekends. Many times, our peer support recovery specialists are first responders when participants and alumni reach out for assistance. In addition, Lake County has partnered with Northern Illinois Recovery Community Organization (NIRCO) to advance racial equity by expanding peer support and recovery coaching services to justice involved clients. NIRCO is a local organization which houses a diverse staff who identify responsibility with persons in recovery. Our FY25 grant will also include contracting with NIRCO to continue our efforts to build recovery capital for Redeploy participants and address racial disparity by having a NIRCO peer support specialist available to both current Redeploy clients as well as individuals referred to the program. This could potentially increase enrollments and assist individuals with engagement in recovery communities well beyond their involvement in our program.

**Supportive Sober Living Home Placement:** In 2019, Probation and Psychological Services identified a growing need for affordable supportive sober living environments for clients who lacked funds for short term rent or deposits. The Illinois Department of Human Services continues to endorse sober living initiatives for individuals as a continuum of care to sustain their recovery and reduce the risk of relapse after completion of treatment and/or recovery home services. Our supportive sober living initiative has been supported by ARI funding since 2019

and The FY25 Lake County ARI grant renewal request once again includes continued funding for contractual services with The Kalimba Foundation, which oversees ten Oxford House Model programs in Lake County. The opportunity to have multiple residence options allows for swifter placements and adheres to the responsivity principle by matching clients with specific housing needs.

**Moral Reconciliation Therapy (MRT):** When clients are admitted for residential services at Haymarket Center, they are paired with a recovery coach, who provide MRT, which is a service included in the scope of the ARI Haymarket contract. However, MRT is also offered by Lake County Adult Probation to other probation clients. Lake County is not seeking additional ARI funding for this internal program activity, but we continue to track ARI clients enrolled in Lake County Probation's MRT groups, which are facilitated by a combination of ten probation officers who are all certified MRT trainers. Seven of these trainers were certified through ARI funding. This program was the recipient of a National Association of Counties (NACO) award in May 2019. Currently, our MRT groups include specific Substance Abuse, Domestic Violence and Gender Specific curricula.

**Participant Transportation Assistance:** Lake County plans to continue providing reliable transportation for Redeploy clients by purchasing Chicago Transit Authority Ventra Non-Profit Pace Bus Tickets to be issued to eligible ARI participants. This addresses client responsivity and assists in breaking down transportation barriers that many of our participants face, especially those clients who are transitioning from incarceration or residential placement into recovery homes and sober living environments.

**Participant Incentives:** The Lake County ARI program would like to expand pro-social peer support led structured activities by increasing meaningful client incentives. Many people in recovery must work hard to stabilize their lives, mend meaningful relationships, secure housing and find employment. They spend many hours a week in high dosage treatment programs, engaged in counseling services and attending support groups. Lack of pro-social activities is a primary risk factor that can sometimes be overlooked. Therefore, Lake County's FY25 ARI budget proposal once again includes providing Six Flags Great America Amusement Park 1-day passes to eligible ARI clients to attend Peer Support Specialist lead group outings during their open season, which runs from April through October.

#### **Integration of Other Services:**

Although Lake County is not currently requesting ARI funding for the following initiatives, these activities relate to our ARI program and impact our ARI clients:

- **EPICS II (Effective Practices in Correctional Settings)– Core Correctional Practices:** Lake County Adult probation continues to utilize EPICS II in an effort to reduce recidivism, promote behavioral change and better serve our clients. This includes our ARI participants. EPICS II is a set of supervision techniques that adhere to the risk/need/responsivity principle by using a combination of face-to-face interactions, referrals to treatment and community supervision to provide individuals with an adequate “dosage” of services and contacts. All case carrying officers in Lake County go through

EPICS II training and we currently have five officers on staff who are certified EPICS trainers to sustain this initiative with no additional outside training costs needed.

- **Thinking For A Change (T4C):** Lake County Adult Probation has been running internal T4C groups since 2001. The evidence-based curriculum directly addresses general client responsibility through skill building, direct practice and transfer training. We offer Male, Female, Sex Offender, Spanish Speaking and a modified curriculum for lower functioning clients called “Mod Cog”. We currently have two certified T4C Trainers and over 20 active facilitators. All newer sworn staff typically complete T4C certification training within their first 18 months of hire with no additional outside training costs needed.
- **Trauma Informed Response (TIR) Trainings:** Research continues to emerge signifying the widespread impact that trauma has on clients involved in the criminal justice system. An extremely high percentage of people in our Problem-Solving Courts have (or currently are) experiencing trauma. The 19<sup>th</sup> Judicial Circuit continues to provide The SAMHSA GAINS Center’s “How Being Trauma-Informed Improves Criminal Justice System Responses” and “How Being Trauma-Informed Improves Judicial Decision-Making” trainings for staff and stake holders to avoid re-traumatizing, ensure safety, reduce recidivism and promote recovery for clients. The 19<sup>th</sup> judicial Circuit currently has seven staff trained to provide TIR training, which all officers and Problem-Solving Court team members will be required to complete when they are newly hired and then once every three years thereafter. No additional outside training costs are currently needed.

<b>Roles and Responsibilities of Key Partners for the Program</b>	
<b>Title and department/agency/office</b>	<b>Description of role</b>
Assistant Director, Adult Probation, 19 <sup>th</sup> Judicial Circuit. GT, MDT	ARI Program Coordinator and Grant Administrator. Leads ARI Grant Team and oversees all three Problem-Solving Courts. Collects ARI participant data. Submits quarterly and year-end reports. Participates in ARI cross pollination calls and summits.
Director of Administrative Services, 19 <sup>th</sup> Judicial Circuit Court. GT	Member of ARI Grant team. Oversees with ARI budget and contractual services.
Principal Accountant, Administrative Services, 19 <sup>th</sup> Judicial Circuit. GT	Member of ARI Grant Team. Monitors ARI budget, ARI billing and tracks and submits ARI expenditures and financial reports.
Two Resource Liaisons, Psychological Services, 19 <sup>th</sup> Judicial Circuit. GT, MDT	Members of ARI Grant Team and PSC teams. Assist in identifying eligible ARI participants with treatment interventions covered by ARI funding. Tracks ARU placements and treatment costs.
Director, Adult Probation, 19 <sup>th</sup> Judicial Circuit. GT	Oversees Adult Probation operations and approves ARI.
Two 19 <sup>th</sup> Judicial Circuit Court Judges presiding over all three Problem Solving Courts and the DUI Diversion Program. GT MDT	Preside over the PSCs. Attends staffings. makes decisions regarding evidence-based programming, sanctions and financial matters.
Unit Manager of the Problem-Solving Court Coordinators, Adult Probation, 19 <sup>th</sup> Judicial Circuit. GT, MDT	Supervises all three PSC coordinators and DDP officer. Assists and approves case plans. Attends staffings and hearing. Recommends appropriate sanctions, incentives and therapeutic adjustments. Participates in ARI cross pollination calls and summits.
Three Problem Solving Court Coordinators, Adult Probation, 19 <sup>th</sup> Judicial Circuit. MDT	Supervises PSC participants. Coordinates screenings. Develops and adjusts case plans. Monitors client progress of objectives and goal achievements, objectives. Recommends incentives, sanctions and therapeutic adjustments. Collects PSC data.
DUI Diversion Program Probation Officer. MDT	Supervises DDP participants. Completes risk assessments. Develops, implements and modifies case plans. Monitors client progress of objectives and goal achievements, objectives. Recommends incentives, sanctions and therapeutic adjustments. Collects data.
Lake County Assistant State’s Attorney. MDT	Non-adversarial role. Assists in screening candidates. Attends staffings and hearings. Suggest appropriate sanctions, incentives and therapeutic adjustments for community safety, program compliance and rehabilitative services.

Two Lake County Public Defenders. MDT	Non-adversarial role. Assists in screening candidates. Attend staffings and hearings. Ensure clients' legal rights are protected. Advocate for appropriate sanctions, incentives and therapeutic adjustments for program compliance and rehabilitative services.
Two clinical therapists, Psychological Services, 19 <sup>th</sup> Judicial Circuit. MDT, CS	Conducts psychological evaluations. Delivers individual and group therapy. Provides case management. Attends staffings and hearings.
Two case manager, Lake County Behavioral Health Services. MDT, CS	Assists in developing case plans. Attends and submits reports for staffings and hearings. Offers linkage to other health department services. Assists participants in living skills, transportation and medication compliance.
Three Recovery Coaches, Haymarket Center. MDT, CS	Completion of GAIN Assessments. Provides case management, promoting retention in treatment and aftercare. Attends Court hearings. Liaison to other Haymarket services. Assists in case plans and provide status reports.
Vice-President of Clinical Services at Haymarket, CS	Project Director of the Recovery Coach Program. Provides clinical supervision.
Chief Clinical Officer, Nicasa Behavioral Health Services. MDT, CS	Oversees Bridgehouse Program and Peer Support Recovery Specialist.
Clinical Supervisor, Bridgehouse, Nicasa. MDT, CS	Manages Bridgehouse. Provides services and case management. Submits weekly resident progress reports
Program Support Manager, Gateway Foundation. CS	Manages Gateway's ARI contract agreements and client eligibility for services.
Peer Support Recovery Specialist, NICASA. CS	Facilitates regular meetings for past/current PSC participants. Provides program linkage with community resources.
Moral Reconciliation Therapy Coordinator, Adult Probation, 19 <sup>th</sup> Judicial Circuit. CS	Oversee Probation's MRT Program. Assists in screening candidates. Organizes and facilitates groups. Collects and enters MRT data.
Lieutenant, Lake County Sheriff's Office, Adult Correctional Division. MDT	Lake County Jail correctional officer liaison. Attends all staffings and hearings. Facilitates transportation to treatment programs for in-custody cases as needed and directed by the court.
Chief from the Waukegan Police Department is the law enforcement representative. MDT	PSC Law Enforcement representative.
Veterans Justice Outreach Social Worker, Captain James A. Lovell Federal Healthcare Center. MDT, CS	Provides case management and outreach services for the Veterans in our program.

Founder and Chief Operation Officer, Kalimba Foundation. CS	Oversees ten Lake County Oxford Houses. Involved in all funding decisions for sober-living placements.
Chief Executive Officer, Northern Illinois Recovery Community Organization (NIRCO). MDT, CS	Project Director. Oversees recovery coaching and peer support services. Provides program linkage with community resources.
Program Coordinator of the Returning Citizens Program, Northern Illinois Recovery Community Organization (NIRCO). MDT, CS	Provides recovery services and gang interventions. Meets with current PSC and DDP clients. Assists in case plans and provides status reports.
Recovery Coach/Peer Support Specialist, Northern Illinois Recovery Community Organization (NIRCO). CS	Runs Peer Circle Groups. Meets with current and former PSC and DDP clients, and available to meet with individuals referred to Redeploy Program.

**Project Implementation**

**Target Population:**

- **All Drug Court clients** (all of whom voluntary plea into Drug Court as a diversion from incarceration and are assessed as moderate-high risk to recidivate)
- **All DUI Diversion Program (DDP) clients** (all of whom voluntarily plea into this program implemented by the 19th Judicial Circuit in 2022 to reduce the number of clients with DUI offenses sentenced to the Illinois Department of Corrections, while still preserving community safety through increased client monitoring, intensive treatment interventions and increased judicial interactions).
- **ARI eligible Mental Health Court clients** who enter the program with felony convictions and substance use or co-occurring disorders, who are also assessed as moderate-high risk to recidivate.
- **ARI eligible Veterans Treatment and Assistance Court (VTAC) clients** who enter the program with felony convictions and substance use or co-occurring disorders, who are also assessed as moderate-high risk to recidivate.
- **Other qualifying high risk/high need probation clients** with substance use or co-occurring disorders, who are in jeopardy of being sentenced to prison on probation revocations or new pending felony offenses.

Every client who pleads into Lake County Drug Court is enrolled in the Redeploy program. Applicants for, and participants within, the Drug Court program are afforded the same opportunities regardless of their race, ethnicity, gender, sexual orientation, sexual identity, physical or mental disability, religion, or socioeconomic status. This program adheres to the 19<sup>th</sup> Judicial Circuit’s language access policy. The initial application period begins at the pre-trial stage and consists of identification/referral from various sources including assistant state’s attorneys, law enforcement, jail officials, probation officers, judges, family, treatment providers and defense attorneys. If the defendant wishes to be considered, he/she must sign the *Petition for Admission* form.



Drug Court and DUI Diversion Program clients must be charged with qualifying felony offenses punishable by a term of incarceration in the Illinois Department of Corrections. By law, the exclusive authority to amend criminal charges rests with the Lake County State's Attorney's Office.

Enrollment into our ARI program for our other qualifying high risk/high need probation clients can occur when a violation occurs on a felony probation case for an offense punishable by prison as specified in the IDOC commitment data (excluding non-violent sex offenses), or if a person being supervised for a lesser offense incurs a new felony charge that is punishable by prison as specified in the IDOC commitment data (excluding non-violent sex offenses). At this stage, clients may be considered for enrollment into the ARI program. The supervising officer staffs the case with the Assistant Director/ARI Program Coordinator and a Psychological Services Resource Liaison. The most recent ARA on file is reviewed or a new ARA may be conducted to establish if the person is classified as high risk. Collateral contacts or new referrals are also made to current or potential treatment providers to determine if the individual is diagnosed with a substance use or co-occurring disorder, and if so, if inpatient treatment, halfway house, sober living placement or Recovery coaching services is recommended. If it is determined that the client needs funding for admittance into either Gateway Foundation's inpatient treatment program, Nicasa's Bridge House halfway recovery home, an Oxford House sober living environment or recovery coach services, they are then enrolled into the ARI Program once they are given a bed in the recommended residential facility or assigned a Recovery Coach.

**Intake and Assessment:**

For Drug Court referred clients, a *Petition for Admission* form must be signed. Persons charged with Class qualifying felonies are screened by the Drug Court Coordinator. The coordinator first checks for statutory and programmatic eligibility, then completes the evidenced based screening instrument TCU-V to determine the existence of a substance use disorder. A SAMHSA Brief Jail Mental Health Screen is also conducted to determine the potential for co-occurring disorders. For some offenses that are Class 2 or greater, or as otherwise mandated by statute, the prosecutor is the initial screener. The originating court and attorneys are notified of the results of the initial screen within 5 business days from receipt of referral. If approved at this stage, the defendant will engage in an in-depth system of assessments and reviews. In addition to the aforementioned screens, a more in-depth psychological diagnostic screening by a licensed psychologist is conducted, along with an Adult Risk Assessment (ARA) by the Drug Court Coordinator and a GAIN-I by a recovery coach. Upon completion of the assessments, probation and treatment professionals review the reports and jointly develop a case and treatment plan. The final case plan is presented to the entire team for further discussion. If accepted by the Drug Court Judge, the defendant shall be admitted into the program, and placed into treatment as soon as reasonably possible. Prior to formal admission into the program, the client will review with his/her attorney and sign the *Consent to Participate Drug Court Program* and the *Order and Certificate of Felony Probation*. The same process occurs for our Mental Health and Veterans Treatment Courts. However, not all clients who plead into those programs are convicted of felonies or have substance use disorders, so to be considered for enrollment in the Redeploy program, they must enter with felony convictions and substance use or co-occurring disorders.

The initial intake and assessment process for other qualifying high risk/high need probation clients is the same as all other persons who are placed on Adult Probation in Lake County and strongly adheres to Guiding Principle #1 (Asses Actuarial Risk/Needs) of the EBP Model. The Adult Risk Assessment tool is utilized to determine high risk domains and areas of criminogenic needs. In special circumstances, an ancillary tool may be necessary to determine level of risk and needs. The highest overall risk score between the ARA or any ancillary tool shall determine the level of supervision. Overrides may occur in instances where it can be backed by an evidence-based ancillary tool. Documentation needs to be provided on the full assessment form as to why the overall risk score is being overridden. Once all steps in the assessment process are completed, the probation officer and client collaborate to develop a case plan, using areas of risk and criminogenic needs taken directly from the ARA. The SMART (specific, measurable, achievable, relevant, time-based) case plan consists of a minimum of one goal with multiple objectives to that goal. The goal should be directly linked to risk factors/criminogenic needs. The officer will assist in identifying and addressing responsivity issues/barriers. Officers then prioritize services and match participants to programs that will address their needs.

In addition, in 2022 the 19<sup>th</sup> Judicial Circuit Court implemented a DUI prison diversion program to reduce the number of clients with DUI offenses sentenced to the Illinois Department of Corrections, while still preserving community safety through increased client monitoring, intensive treatment interventions and frequent judicial interactions. All clients sentenced have a Recovery Coach assigned to them throughout the term of their probation sentence who assist with treatment placement and relapse prevention planning. Since the DUI Diversion Program is designed as an alternative to prison, all DUI prison diversion clients qualify for recovery coaching and are enrolled in our Redeploy program.

### **Target Interventions:**

Lake County utilizes both internal and external programing and collaborates with the Courts and a variety of community-based treatment agencies to provide our justice involved populations equal access to services. We have incorporated several evidence-informed practices and curriculums to fulfill and support client service plans based on assessment information. The following evidence-based services are available to the Lake County Adult Redeploy Program:

#### PROGRAMS

Adult Drug Court  
Adult Mental Health Court  
Adult Veterans Assistance and Treatment Court  
DUI Diversion Program (DDP)  
Supervised Treatment Opioid Program (STOP)  
Intensive Probation Supervision (IPS)

#### ASSESSMENTS/ SCREENING TOOLS

Adult Risk Assessment (ARA), based on the Ohio Risk Assessment System (ORAS)  
Texas Christian University (TCU) screening & assessments  
Global Appraisal of Individual Needs (GAIN)  
Adverse Childhood Experiences (ACES)

SAMHSA Brief Jail Mental Health Screen  
Lake County Psychological Services psychological assessment

METHODS & STRATEGIES

Effective Practices in Community Supervision (EPICS)  
Core Correctional Practices (CCP)  
Risk-Need-Responsivity Casework Model  
Motivational interviewing (MI)  
Swift, certain, fair/graduated sanction case management for substance abusing clients.  
Matrix Model

TREATMENT & THERAPY

Substance Use Disorder treatment  
Mental Health treatment  
Co-occurring Disorder treatment  
Dialectical-Behavior Therapy (DBT)  
Medication Assisted Treatment (MAT)  
Integrated Dual Disorder Therapy  
Assertive Community Treatment (ACT)  
Cognitive behavioral therapy (CBT) (for high and moderate risk)  
Thinking for a Change (T4C)  
Moral Reconciliation Therapy (MRT)  
Relapse Prevention Therapy (RPT)  
Domestic Violence Counseling  
Anger Management  
Trauma-informed therapy  
Seeking Safety

RECOVERY & SUPPORT

Recovery Coaching  
Twelve-Step Facilitation Therapy (AA, NA)  
SMART Recovery (Self- Management and Recovery Training)  
Transitional and Supportive Housing  
Wrap-Around Services  
Peer Support  
Mentoring

**Capacity Building:**

Lake County makes strong efforts to enhance the current criminal legal system and health and human services capacity to safely supervise and rehabilitate the individual in the community. We partner with stakeholders to engage ongoing support in the community. Our ARI funding supplements, rather than supplants, other resources utilized in our jurisdiction. For example, our PSC program collaborates with the Lake County Bar Association, who oversees a donation fund for our PSC clients used for interventions, housing, medical needs, incentives (i.e. gift cards, movie passes, bowling events, graduation gifts) staff trainings and other PSC program needs.

The Lake County Health Department assists our clients in applying for Medicaid and the Gateway Foundation bills Medicaid prior to billing Lake County for inpatient treatment costs. Services available through Veterans Affairs hospitals and The Illinois Department of Human Services are also utilized for clients who qualify for those programs.

**Community Involvement:**

To engage ongoing support in the community, Lake County continues to utilize recovery coaches (ARI funded), peer Support Recovery specialist (ARI funded), and VTAC Mentors (as spotlighted in *Bridges to Justice: A Community Engagement Toolkit for Adult Diversion Programs*). Probation also offers a female mentoring program for high need female clients and is currently collaborating with the Lake County Health Department to developing an internal mental health caseload for clients who are not in Mental Health Court. Our Problem-Solving Courts continue to rely on our faith based and smart recovery communities. AA/NA Sponsors regularly attend weekly PSC hearings, and there is a PSC Alumni Support Group who, in collaboration with our peer support recovery specialist and AA/NA sponsors hold weekly pro-social bowling events funded by the Lake County Bar Association. Nicasa is expanding their peer support program to include more specialist and community event planning.

In addition, the 19<sup>th</sup> Judicial Circuit's Court partnership with Northern Illinois Recovery Community Organization (NIRCO) are increasing efforts to advance racial equity by expanding peer support and recovery coaching services to justice involved clients. NIRCO is a local organization which houses a diverse staff who identify responsibility with persons in recovery. NIRCO is actively involved in the local Illinois Recovery Oriented System of Care (ROSC) Council. Our FY24 grant would include contracting with NIRCO to increase efforts to build recovery capital for Redeploy participants and address racial disparity by having a NIRCO peer support specialist available to both current Redeploy clients as well as individuals referred to the program. This could potentially increase enrollments and assist individuals with engagement in recovery communities well beyond their involvement in our program. Currently, the Lake County Circuit Court, State's Attorney's Office, Public Defender's office, Coroner's Office, the Lake County Health Department as well as local law enforcement and educators are part of our community Lake County Opioid Settlement Advisory Board, which are devising an Opioid Response Plan to utilize the money Lake County will be receiving from Illinois' opioid settlement funds. The tentative plan includes: youth and adult education programs; trauma informed care; wider access to treatment, case management and wrap-around services; criminal diversion and deflection programs; opioid remediation planning including harm reduction models, medically assisted treatment and Naloxone training/distribution as well as potential housing needs.

In April 2023, the 19<sup>th</sup> Judicial Circuit's Problem Solving Court Teams (Drug Court, Mental Health Court, Veteran's Assistance Court) joined the Lake County's Division of Transportation Adopt-A-Highway Program. We committed to conducting 2 clean-up events per year for the next 3 years. Participants include judges, probation offices, members of the Public Defender's Office as well as peer support specialists, current clients and program alumni. This initiative not only gives back to the community, but it also provides an opportunity for clients to interact with team members in a pro-social environment outside of a Courtroom.

**Performance Measurement:**

Lake County will continue to utilize the spreadsheet provided by Adult Redeploy Illinois in 2013 to collect and report program data quarterly and annually. The electronic data we collect and submit includes: client enrollments, risk levels, treatment interventions (ARI funded inpatient treatment, halfway house placement, sober living placement, recovery coaching/peer support services, MRT, T4C), sanctions and arrests.

We also collect and report client program termination data quarterly and annually which includes: Successful Completions, Revocations to DOC, Revocations to jail and Other (warrant, death, neutral discharge etc.).

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

<b>Task</b>	<b>Staff Responsible</b>	<b>Date Task will be Completed</b>
<i>Submit quarterly data progress reports to ICJIA/ARI via Qualtrics</i>	<i>Coordinator - Asst. Director, Adult Probation</i>	<i>Quarterly - 15<sup>th</sup> of the month following the end of the quarter</i>
<i>Submit quarterly electronic data via secure ICJIA/ARI server</i>	<i>Coordinator - Asst. Director, Adult Probation</i>	<i>Quarterly - 15<sup>th</sup> of the month following the end of the quarter</i>
<i>Submit monthly fiscal reports to ICJIA/ARI</i>	<i>Principal Accountant, Administrative Services</i>	<i>Monthly - 15<sup>th</sup> of the following reporting month</i>
<i>Submit close-out report and documentation to ICJIA/ARI</i>	<i>Coordinator - Asst. Director, Adult Probation</i>	<i>August 15th, 2025</i>
<i>Attend All-Sites ARI Summit</i>	<i>Coordinator - Asst. Director, Adult Probation, Program staff</i>	<i>Spring 2025 – TBD</i>
<i>Attend Illinois Problem Solving Court Association (ILAPSC) Conference</i>	<i>Program Staff</i>	<i>October 18-20, 2024</i>
<i>Develop Evidence based treatment plans for participant assigned to Recovery Coaches and/or treatment programs provided through ARI funds</i>	<i>Probation Officers, Treatment Providers, Case Managers, Program Staff</i>	<i>On going</i>
<i>Provide Recovery Coach Services, including recovery planning for participants and linkage to recovery support for participants in PSC that meet the program criteria</i>	<i>Haymarket Recovery Coaches</i>	<i>On going</i>
<i>Referrals made to Residential Treatment and Recovery Home Services if acceptable and meet criteria for placement with ARI funds</i>	<i>Division of Psychological Services – Resource Liaisons and Treatment Providers, NICASA</i>	<i>As Needed for individual placement</i>
<i>Schedule/ Facilitate placement in Residential Treatment Services, Recovery</i>	<i>Gateway Foundation, NICASA’s Bridge House, Kalimba Foundation (Oxford</i>	<i>As needed for individual placement</i>

<i>Home Services, Sober Living Placement</i>	<i>House)</i>	
<i>Provide Peer Support Recovery Programming</i>	<i>NICASA</i>	<i>On going</i>
<i>Provide expanded Peer Support Recovery/Recovery Coaching Services</i>	<i>NIRCO</i>	<i>Begin July 2023, then ongoing thereafter</i>
<i>Run MRT Groups</i>	<i>Haymarket and Lake County Probation’s MRT Coordinator</i>	<i>On going</i>
<i>Hold ARI/PSC Monthly Management Meetings</i>	<i>Coordinator - Asst. Director, Adult Probation, PSC Judges, Unit Manager of PSCs, Coordinators of PSCs, Psychological Services case worker and Community Resource Liaison, Program Staff</i>	<i>Monthly</i>
<i>Purchase/ Disperse Pace Bus Passes</i>	<i>Coordinator - Asst. Director, Adult Probation, Unit Manager of PSCs, Coordinators of PSCs.</i>	<i>Purchase 180 tickets in July 2024 and then purchase another 180 tickets in January 2025 (or sooner if needed). Disperse as needed to meet individual transportation needs</i>
<i>Purchase/ Disperse Great America Passes</i>	<i>Coordinator - Asst. Director, Nicasa, NIRCO, Peer Support Specialists</i>	<i>Periodically schedule group outings from July 2024 – July 2025. Purchase/disperse tickets as needed.</i>

**EXHIBIT C**

**CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

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

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Jessica Blake

Title: Criminal Justice Specialist 2

Address: 60 E Van Buren  
Chicago, IL 60605

**GRANTEE CONTACT**

Name: Robert Askins

Title: Chief, Adult Probation and Court Services

Address: 324 Main St  
Peoria, IL 61602

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: \_\_\_\_\_  
\_\_\_\_\_

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Jessica Blake

Title: Criminal Justice Specialist 2

Address: 60 E Van Buren Chicago, IL 60605

Phone: (312) 793-8550

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

E-mail Address: jessica.blake2@illinois.gov

**GRANTEE CONTACT**

Name: Robert Askins

Title: Chief, Adult Probation and Court Services

Address: 324 Main St, Peoria, IL 61602

Phone: 309-495-5174

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

E-mail Address: raskins@peoriacounty.org



**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

**Goal:** Reduce the number of individuals committed to prison on probation-eligible offenses from the identified target population by 25% based on the average number of commitments in the prior 3 years.

1. Provide the number in the total eligible population (2020-2022 average): **390**
2. Define the target population (risk level, needs profile, offense class, offense type): 50% of the 351 Lake County ARI eligible (390-39 less non-violent sex offenses) are drug-involved (176) and 80% are high risk (141). This results in an initial target population of 141.
3. Provide the number in the target population (2020-2022 average): **141**
4. Calculate the 25% reduction goal for the grant period (target population x 25%): **36**
5. Estimate the number of new enrollments in the grant period (enrollment goal): **36**
6. Estimate the average length of time in the program (months): **24**
7. Estimate the number of clients to be served in the grant period (service goal): **80**
8. Estimate the number of program slots at any given time (program capacity): **120**

Process Objectives	Performance Measures
Hold collaborative or multi-disciplinary team (MDT) meetings or staffing on a <b>weekly</b> basis to guide program implementation	<ul style="list-style-type: none"> <li>➤ Types of disciplines and roles on team</li> <li>➤ Number of meetings held per quarter</li> <li>➤ Number of meetings with majority attendance</li> </ul>
Provide <b>10</b> hours of training for staff and team members in evidence-informed practices, reporting and data submission	<ul style="list-style-type: none"> <li>➤ Number of training hours</li> <li>➤ Types of training</li> <li>➤ Number of staff trained</li> </ul>
Identify, assess and enroll appropriate target population assuring that at least <b>80%</b> of those enrolled are moderate to high risk	<ul style="list-style-type: none"> <li>➤ Number of participants referred</li> <li>➤ Number of participants assessed</li> <li>➤ Number of participants enrolled in the program</li> <li>➤ Number of participants accepted into the program at each risk level: high, medium, low</li> </ul>

<p>Based on assessed risk and needs, develop individualized service plans for <b>100%</b> of participants and connect participants to appropriate services and supervision levels according to evidence-informed practices</p>	<ul style="list-style-type: none"> <li>➤ Number of participants with completed assessments</li> <li>➤ Number of participants with written service plans</li> <li>➤ Number of participants receiving evidence-informed services according to assessed need</li> <li>➤ Number of participants engaged in cognitive-behavioral therapy</li> <li>➤ Number of participants completing cognitive-behavioral therapy</li> <li>➤ Number of participants engaged in substance use disorder treatment</li> <li>➤ Number of participants completing substance use disorder treatment</li> <li>➤ Number of participants engaged in mental health treatment</li> <li>➤ Number of participants completing mental health treatment</li> </ul>
<p>Monitor participant compliance and progress</p> <ul style="list-style-type: none"> <li>• <b>1-5</b> face-to-face meetings per month</li> <li>• <b>4-1</b> ratio of incentives to sanctions</li> <li>• Other: _____</li> </ul>	<ul style="list-style-type: none"> <li>➤ Average number of monthly face-to-face participant and probation officer meetings</li> <li>➤ Number of sanctions for negative behavior</li> <li>➤ Number of incentives for positive behavior</li> <li>➤ Number of participants at each level or phase</li> <li>➤ Average monthly caseload of program staff</li> </ul>
<p>Meaningfully engage the community <b>4</b> times per <b>year</b></p>	<ul style="list-style-type: none"> <li>➤ Number of meetings with community members</li> <li>➤ Number of presentations in the community</li> </ul>
<p>Maintain capacity to collect and submit performance measurement data</p> <ul style="list-style-type: none"> <li>• At least <b>.25</b> FTE staff dedicated to program and data coordination</li> <li>• <b>100%</b> on-time, complete and accurate submissions</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of times data submitted on time</li> <li>➤ Number of times data submitted are complete</li> <li>➤ Number of times data submitted are accurate</li> <li>➤ Number of times data submitted contain all mandatory data elements</li> </ul>

Other process measures (optional): • _____	Other performance measures: ➤ _____
<b>Outcome Objectives</b>	<b>Performance Measures</b>
At least <b>25%</b> of individuals from the target population will be diverted from prison	<ul style="list-style-type: none"> <li>➤ Number enrolled</li> <li>➤ Number active</li> <li>➤ Number completed program requirements</li> <li>➤ Number revoked to jail</li> <li>➤ Number revoked to IDOC</li> <li>➤ Number revoked to other</li> <li>➤ Number of other outcomes (transfers, deaths)</li> </ul>
<b>50%</b> of program participants will make restitution for crimes committed and harm done to victims and their communities	<ul style="list-style-type: none"> <li>➤ Number ordered to complete a restorative justice process</li> <li>➤ Number completing a restorative justice process</li> <li>➤ Number of community service hours</li> <li>➤ Number ordered to pay restitution</li> <li>➤ Average amount of restitution ordered</li> <li>➤ Number who paid restitution</li> <li>➤ Average proportion of restitution paid</li> </ul>
<u>Other statutory metrics</u> (include if ARI funding used to provide services for these objectives): <ul style="list-style-type: none"> <li>• Employment objectives: <u>NA</u></li> <li>• Education objectives: <u>NA</u></li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of participants employed (beginning and end of program)</li> <li>➤ Number of job referrals</li> <li>➤ Number of job placements</li> <li>➤ Number of participants achieving educational advancement</li> </ul>
<u>Other outcome metrics</u> (include if ARI funding used to provide services for these objectives): Housing objectives: <u>18 Halfway House Placements</u> <u>12 Sober Living Home placements</u>	<ul style="list-style-type: none"> <li>➤ Number of housing referrals</li> <li>➤ Number of housing placements</li> <li>➤ Number of participants reporting stable housing</li> </ul>

**EXHIBIT E**

**SPECIFIC CONDITIONS**

1. Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.
2. [List all specific conditions from the Programmatic Risk Assessment. Delete this line, if none.]  
Requiring additional, more detailed financial reports.
3. [List all specific conditions from the Internal Controls Questionnaire (ICQ). Delete this line, if none.]

<b>SPECIFIC CONDITIONS</b>	
<b>ICQ Section:</b>	03-Financial and Programmatic Reporting
<b>Conditions:</b>	Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.
<b>Risk Explanation:</b>	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
<b>How to Fix:</b>	Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.
<b>Timeframe:</b>	One year.

**PART TWO –GRANTOR-SPECIFIC TERMS**

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

23. Definitions

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

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

25. Commencement of Performance.

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

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

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

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

27. Reporting and Evaluation Requirements.

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

- Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. and
- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

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

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

28. Timekeeping.

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

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

28.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.

28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

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

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

30. Procurement Requirements and Requests for Proposals.

30.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550) and 2 CFR 200.318 - 327.

30.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.

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

30.3. 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.

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

31. Subcontracting.

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

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

31.3. 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.

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

32. Subawards.

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

32.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.

32.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and

periodic financial reports to Grantee.

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

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

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

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

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

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

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

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

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

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

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

34. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs. This section applies to costs for both staff and participants.



35. Copyrights and Patents.

35.1. 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.

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

36. Management and Disposition of Equipment and Commodities.

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

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

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

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

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

37. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be used by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as

required by the Grantor.

38. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements prior to receiving grant funds:

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

Upon request, Grantor may allow Grantee to receive funds without meeting the above requirements. Such exception shall be granted in writing and Grantee shall be given no more than six (6) months after the exception to meet all requirements of this section.

39. Publications.

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

39.2. The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

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

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

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

39.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee

shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

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

40. Reporting Grant Irregularities.

40.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

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

40.3. Failure to report known irregularities can result in suspension of the 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.

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

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

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

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

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

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

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

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

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

42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.
43. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
44. Safeguarding Constitutional Protections Related to Religion
- 44.1 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.
- 44.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.
45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

- a. In accepting this award, Grantee –
  - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.
  
- b. If Grantee makes subawards or contracts under this award –
  - i. it represents that –
    - 1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

46. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.

47. Project Monitoring and Evaluation.

47.1. 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.

47.2. 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.

47.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.

48. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.
49. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.
50. 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.

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**PART THREE –PROJECT-SPECIFIC TERMS**

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

51. **Pre-Award Costs.** Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.
52. **Supplanting.** Grantee certifies that ARI funds made available under this Agreement will not be used 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.
53. **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. 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.
54. **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.
55. **Corrective Action Plan.**
  - 55.1 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.
  - 55.2 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.
  - 55.3 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.
  - 55.4 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.

56. Participant Risk Assessment Levels.

56.1 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.

56.2 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.

57. 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.

58. ICJIA Quarterly Data Submission. Grantee certifies that it will submit quarterly data electronically as outlined in the ICJIA data submission documents.

59. 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)

60. 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.

61. Match. No match is required for this Agreement.

62. Racial Equity. All program planning, implementation, evaluation, and other activities must be viewed through a racial equity lens to ensure that when decisions are made, disparities in access to program benefits are identified and more inclusive and equitable solutions are implemented. Racial equity must be considered when reviewing disaggregated data; participating in stakeholder conversations; examining the impact of policies and procedures; centering the voices of those most impacted; engaging in solution-oriented dialogue with the ARI Oversight Board; and implementing local action plans that promote diversity, equity, inclusion, and accessibility. ARI sites must commit to participating in racial equity and/or

implicit bias training. Training and technical assistance will be made available to successful applicants to further education and understanding of racial and ethnic disparities.

63. Evidence-Based Programs or Practices. ARI funds must be used to invest in local programs, services, and protocols that have been demonstrated by research or show promise to reduce recidivism and that prioritize cultural relevance and responsiveness to the communities they serve.

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