

**GRANT AGREEMENT**



**BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES  
AND  
LAKE COUNTY**

The Department of Human Services (Grantor), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762 , and LAKE COUNTY (Grantee), with its principal office at 18 N County St Waukegan, IL 60085-4304 and payment address (if different than principal office) at \_\_\_\_\_, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party".

**PART ONE – THE UNIFORM TERMS  
RECITALS**

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

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

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

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 074591652 is Grantee's correct DUNS number, that W2VMR6ZKNT21 is Grantee's correct UEI, if applicable, that 36-6006600 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds (check one)  shall not exceed or  are estimated to be \$297,249.00, of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is See ExhibitA. The State Award Identification Number is See ExhibitA.

1.4. Term. This Agreement shall be effective on Jul 1, 2022 and shall expire on Jun 30, 2023, unless terminated pursuant to this Agreement.

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

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

**ILLINOIS DEPARTMENT OF HUMAN SERVICES**

**LAKE COUNTY**

By: \_\_\_\_\_

Signature of Grace B. Hou, Secretary

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

Designee Name: \_\_\_\_\_

Designee Title: Contract Obligations Analyst

By: \_\_\_\_\_

Signature of First Other Approver, if Applicable

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

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Other Approver

By: \_\_\_\_\_

Signature of Second Other Approver, if Applicable

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

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Second Other Approver

By: \_\_\_\_\_

*Patrice Sutton*  
Signature of Authorized Representative

Date: 8-9-2022

Printed Name: PATRICE SUTTON

Printed Title: CHIEF FINANCIAL OFFICER

E-mail: rhorne@lakecountyil.gov

*PSutton*

FEIN: 366006600

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

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

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

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

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

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

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

and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base.

If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

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

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

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

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

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

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

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

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

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

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

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

**ARTICLE IV  
PAYMENT**

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

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

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the

case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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

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

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

4.7. Interest.

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

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

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

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

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

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

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

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

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

**ARTICLE VI  
BUDGET**

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

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee’s authorized

representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

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

**ARTICLE VII  
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

(iii) Formal agreements with independent contractors, such as consultants, must

include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

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

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

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

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

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

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

**ARTICLE VIII  
REQUIRED CERTIFICATIONS**

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

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

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

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

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the

provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

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

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

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

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

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

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

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

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

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

information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

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

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

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

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

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

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

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

**ARTICLE IX  
CRIMINAL DISCLOSURE**

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

**ARTICLE X  
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

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

**ARTICLE XI  
LOBBYING**

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

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

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

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

same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

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

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

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

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

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

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

**ARTICLE XIII  
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and

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

13.2. Close-out Reports.

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

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

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

**ARTICLE XIV  
PERFORMANCE REPORTING REQUIREMENTS**

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

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports

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

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

**ARTICLE XV  
AUDIT REQUIREMENTS**

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

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

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

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

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

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

15.3. **Entities That Are Not “For-Profit”.**

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

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters



issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the Grantee’s audit period.

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

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

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

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

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

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

15.4. **“For-Profit” Entities.**

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

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

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

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

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

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

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

16.1. Termination.

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

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

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

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

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

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

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

suspension is due to Grantee’s failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

**ARTICLE XVII  
SUBCONTRACTS/SUB-GRANTS**

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

sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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

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

**ARTICLE XVIII  
NOTICE OF CHANGE**

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

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

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

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

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

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

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure,

business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX  
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI  
CONFLICT OF INTEREST**

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

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

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

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

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original

financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

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

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

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

**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XXIV  
INSURANCE**

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

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

**ARTICLE XXV  
LAWSUITS AND INDEMNIFICATION**

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

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys’ fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

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

**ARTICLE XXVI  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.



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

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

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

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

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

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

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

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

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**EXHIBIT A  
PROJECT DESCRIPTION**

FEDERAL PROGRAM NAME:  
STATE PROGRAM NAME: REDEPLOY ILLINOIS  
PURPOSE OF GRANT

CSFA Number: 444-80-0714  
Appropriation FY: 2023  
Appropriation Code: 0001.44480.4900.001400NE  
WBS Element: 444RDPLY23-RDIPB580-SNMT  
Sponed. Prog: RDIP  
Appropriation Amount: \$297,249.00  
These funds are Used/Reported by the Provider as Federal Funds: No  
Use by DHS as Maintenance of Effort (MOE): No  
Use by DHS as Matching Funds: No  
CFDA: N/A - CFDA Name: N/A  
FAIN Number: N/A - FAIN Award Agency: N/A  
FAIN Award Date: N/A

Prior research provides solid evidence that community-based services for delinquent youth are more effective and less expensive than a sentence to secure confinement for a certain profile of youth offenders who are deemed likely to benefit from such services.

The intent of the Redeploy Illinois program is to grant funds to counties or groups of counties that will establish a continuum of local, community-based sanctions and treatment alternatives for juvenile offenders who would otherwise be incarcerated if those local services and sanctions were not available, as required by 730 ILCS 110/16.1.

In exchange for program funds, the provider agrees to reduce the number of Redeploy Illinois eligible commitments from that county (ies) by a minimum of 25% compared to the original agreed upon baseline. Established Redeploy program sites are subject to maintaining/reducing Redeploy eligible IDJJ commitments from a rolling baseline. Redeploy Eligible youth include any youth under the jurisdiction of the juvenile court, not currently in IDJJ, that is facing a possible commitment to IDJJ. Redeploy eligible commitments, for purposes of determining baselines and measuring reduction, exclude minors sentenced based upon a finding of guilt of first-degree murder or an offense which is a Class X forcible felony as defined in the Criminal Code of 1961.

The Redeploy Illinois sites assist the Department in identifying effective models to reduce commitments and guide replication efforts in other parts of the state. These funds are be used to help sites fill the gaps in the existing continuum of programs and services for delinquent youth, allowing counties to cost effectively serve youth locally and reduce their reliance on IDJJ.

**EXHIBIT A**

Through Redeploy Illinois, counties link each youth to a wide array of needed services and supports within his or her home community, as indicated through an individualized needs assessment. Services are provided in the least restrictive manner possible, and include, but are not limited to, case management, court advocacy, education assistance, individual, family and/or group counseling, and crisis intervention.

**Continuation Redeploy Illinois Program Sites**

Redeploy Illinois programs that have completed a Planning Grant and, on average, met or exceeded the minimum 25% reduction requirement for fewer than five consecutive years will be designated as a "Continuation" Redeploy Illinois program site. A Continuation Redeploy Program site is subject to penalties based on their original approved Baseline and the 25% reduction requirement. Continuation Redeploy Program sites may only serve the Primary target population, defined as those youth under the jurisdiction of Juvenile Court, not currently in DJJ, facing a possible commitment.

**Established Redeploy Illinois Program Sites**

Redeploy Illinois programs that have, on average, met or exceeded the minimum 25% reduction requirement for five or more consecutive years on average will be designated as an "Established" Redeploy Illinois program site. This designation provides 2 significant benefits:

1. There will be NO penalties applied to programs that fail to meet reduction requirements while in this status designation; and
2. Established sites may expand services to certain youth not otherwise eligible to participate in the program:  
 Youth charged with Murder and Class X forcible felonies  
 Youth not facing a possible IDJJ commitment that are medium or high-risk youth charged with non-status misdemeanor or felony offenses and may include some pre-adjudicated youth.

To maintain this status, Established Redeploy Illinois programs must continue to maintain or reduce their IDJJ commitments, however, the original site baseline will not be used for this purpose while in this status. While in the Established status, providers will be charged with maintaining or reducing commitments compared to a new rolling baseline that will reflect the most recent 3-year annual average Redeploy eligible commitments for their corresponding service area (3 calendar years immediately preceding the state fiscal year grant period.) While IDJJ Data will continue to be used as the official data set by which the baseline and actual commitments will be measured, provider data will be regularly collected and utilized in the absence of IDJJ data to ensure continuity. There will be no change in what is considered a Redeploy Eligible commitment. Redeploy Eligible commitments will be monitored monthly and compared to the new baseline to ascertain progress and likelihood of meeting the new requirement so that technical assistance can be provided at

**EXHIBIT A**

the earliest opportunity.

A status redetermination will be made each year as part of the annual continuation application process. Sites that do not exceed their new baseline will automatically maintain their status as Established for the next grant period. Sites that exceed their new baseline will be reviewed by staff and the Redeploy Illinois Oversight Board on a case-by-case basis to determine the appropriate course of action.

RIOB may decide the following:

1. Extenuating circumstances existed that caused the level of commitments, site allowed to continue as Established Site
2. Determination that although commitment number may have exceeded baseline, commitments remain in line with the 3-year average, no corrective action required.
3. Allow to remain in Established status pending the results of a corrective action plan. Failure to comply with corrective action and/or failure to achieve intended result of corrective action will result in the site being placed in "Restorative Status"
4. Site placed in Restorative Status (See below)

**Established Redeploy Illinois Program Sites in Restorative Status**

Temporary status whereby the formerly Established site would have that status suspended. Site would revert back to a normal Redeploy program site, subject to penalties and no longer able to serve the expanded (secondary) population (except those already being served). While in Restorative Status, site will again be subject to penalties based on their original Baseline and the 25% reduction requirement. The site must achieve and maintain compliance for a period of time to be determined by the RIOB, not to exceed 3 years. Once the provider has achieved the terms of the RIOB decision, the provider would again become an Established site with restored benefits.

----- END OF PROGRAM: REDEPLOY ILLINOIS -----

**EXHIBIT B**  
**DELIVERABLES OR MILESTONES**

A. The funds shall be used by the county(ies) for purposes of serving, in community-based settings, youth involved in the juvenile justice system through the creation of evidence-based programs and other resources that promote positive outcomes for youth while maintaining public safety.

B. Counties will establish and maintain a continuum of local, community-based sanctions and treatment alternatives for juvenile offenders who would otherwise be incarcerated if those local services and sanctions were not available, as required by 730 ILCS 110/16.1. Minors determined guilty of murder or a Class X forcible felony are eligible for services, however, they are excluded from the baseline and penalty calculations.

C. Counties will commit to maintaining or reducing the number of Redeploy Illinois eligible commitments from their county(ies) as follows:

1) Continuation provider sites: Reduce by a minimum 25% 12-Month IDJJ commitments of Redeploy Illinois Eligible youth from the applicant's original approved 3-year baseline (Previous 3 calendar year IDJJ Redeploy eligible commitment average 3 years prior to original grant / planning grant application).

2) Established provider sites: Maintain or reduce the 12 Month IDJJ commitments of Redeploy Illinois Eligible youth from the applicant's approved 3-year rolling baseline (Prior 3 Calendar year IDJJ Redeploy eligible commitment average 3 calendar years prior to the start of the grant period.)

3) Restorative/Non-Established provider sites: Reduce by a minimum 25% 12-Month IDJJ commitments of Redeploy Illinois Eligible youth from the applicant's approved 3-year baseline.

D. Counties will implement policies that will include: 1) treating juveniles in the least restrictive manner while maintaining safety; 2) affirming local responsibility for services in the community; and 3) defining the role of the state and local jurisdictions in the care of youth in the justice system.

E. County(ies) will develop and implement strategies to assist the team supporting the youth remember that, in the context of the holistic approach, the responsibility for change does not fall solely on the youth.

F. The County(ies) will develop and manage a continuum of services and sanctions from least restrictive to most restrictive designed to intervene with youth involved with the juvenile justice system. The services may be provided directly by the provider or subcontracted out to other community organizations. Redeploy Illinois projects will use the graduated sanctions model as described by OJJDP. The graduated sanctions model is based upon the premise that each time a youth commits a crime there should be quick consequences to their behavior. As the seriousness or frequency of the crime increases then the consequences should also be more severe.

G. The services and programs provided shall be culturally competent and research or evidenced based (EBP) as proven or promising practices. In addition, non-EBP services can be provided to supplement EBP services.

H. Services and programs should include efforts to stabilize families by ensuring basic needs are met.

**EXHIBIT B**

I.Services and programs should work to build on strengths and assets of youth and families.

J.Programs and services shall be consistent with the Illinois Juvenile Court Act of 1987 and the principles of Balanced and Restorative Justice with the following purposes and policies: 1) The juvenile justice system should protect the community, 2) impose accountability to victims and communities for violations of law, and 3) equip juvenile offenders with competencies to live responsibly and productively.

K.The role of local government should be to oversee the provision of Redeploy Illinois services while ensuring community safety. There should be local responsibility and authority for planning, organizing, and coordinating service resources in the community.

L.The Redeploy Illinois program must be designed to target those youth who would otherwise be committed to IDJJ were it not for the Redeploy Illinois program. For Established sites, services may also target those youth considered high risk/high need who may be on the path to a future commitment.

M.While all IDJJ Redeploy eligible commitments will be counted toward baseline reduction requirements, each county may determine specific sub-populations of juveniles it will target through its Redeploy Illinois project. All youth served must be eligible to participate in the program based on the provider site status designation, including scoring medium/moderate to high risk/need on the JRA or YASI.

N.Established programs planning to serve an expanded population of youth should identify and targeted those youth based on risk, need, lack of local resources, and/or challenges in coordinating services within the community.

O.Programs must make efforts to ensure Medicaid eligible services are provided by entities able to bill Medicaid for services. Medicaid should be billed where possible before using Redeploy funds.

P.Statewide data and data from existing sites indicate that there are three populations of juveniles most likely to benefit from and commonly targeted for Redeploy Illinois services. These are:

Juveniles committed as court evaluations or bring back orders;

Nonviolent offenders; and

Juveniles dually involved with the juvenile justice system and DCFS

Q.Racial and Ethnic Disparities (RED): The Illinois Department of Human Services and Redeploy Illinois Oversight Board are committed to reducing the racial and ethnic disparities in the juvenile justice system. It is expected that Redeploy Illinois will further this goal. As counties develop and manage their programs, it will be critical to understand the impact it will have on racial and ethnic disparities. This impact must be monitored. In the event that the area to be served and the target population demonstrate the presence of gender, ethnic and/or racial disparity, the Annual plan must describe the programs plan to address and reduce the disparity. This could include the addition of programming that has been informed by research that addresses the unique aspects of gender, race, and/or ethnicity as associated with delinquency behavior. In addition, and if applicable, Redeploy Illinois providers will continue to address next steps derived

**EXHIBIT B**

from recommendations made to their RED Action Plans (formerly known as the DMC Action Plans).

R.Impact on Secure Detention: Redeploy Illinois services are designed to divert youth from the Illinois Department of Juvenile Justice (IDJJ) without increasing commitments to detention. Reducing reliance on the Department of Juvenile Justice should not directly increase the use of local secure detention placements. It is understood that Illinois currently has excess detention bed capacity. Simply not committing a juvenile to the Department of Juvenile Justice and instead placing him/her in local secure detention is not an acceptable response. Each year, counties will have to demonstrate that the juveniles involved with Redeploy Illinois did not experience excessive secure detention stays. For purposes of this initiative, "excessive secure detention days" will be defined as more than 50% of the average length of stay in secure detention or IDJJ. For example, if current local practices result in juveniles spending 200 days, on average, in IDJJ then secure detention stays greater than 100 days for juveniles involved with the Redeploy Illinois program is considered excessive.

S.YASI & Case Planning: Youth referred to the Redeploy Illinois program will receive a Youth Assessment and Screening Instrument (YASI). Each enrolled youth will have an initial YASI (conducted upon referral/enrollment). A closing YASI Reassessment will also be completed for each youth upon their exit of the Redeploy Illinois program.

T.Each youth enrolled into the Redeploy Illinois program will have an individualized case plan developed that is based on the YASI and any additional completed assessments. The services provided to each juvenile shall be individualized and based upon assessed need. The case plan should be created with input from all appropriate parties, including youth and their families, probation, and/or client care coordinators or juvenile justice specialists. The case plan should complement the probation case plan to ensure no overlap or contradictory goals.

U.Staff administering the YASI are required to participate in YASI training. These trainings will be made available by IDHS.

V.Background Checks: Background checks are required for all program staff and volunteers who have the potential for contact with youth under 18. These background checks must be completed in advance of individuals working directly with youth. Such individuals will authorize such checks in writing and submit to fingerprinting when required. The agency shall retain the signed form authorizing the background check. All background check information, including the signed authorizing forms shall be maintained separately in a confidential file, apart from the employee's personnel records. Funded programs will be required to have a written protocol in place detailing the requirement for background checks; evidence of their completion; the protocol for reviewing and making determinations regarding results; etc. In no case shall a Person who has been indicated as the perpetrator of any of the child abuse/neglect allegations identified in 89 Ill. Adm. Code Section 385.50(a) be deemed fit for service that allows access to children.

W.Logic Model: The Redeploy Illinois Logic Model represents a logical framework that will be used by the Department and the RIOB to evaluate the effectiveness of the identified

**EXHIBIT B**

program model. The Logic Model depicts the intended outcomes expected as a direct result of the Provider successfully implementing the Strategies and associated Activities.

Funded, providers will be held accountable for implementing the identified program Strategies. These will be measured and verified through a combination of 1) desk audits; 2) on-site reviews; and through program performance measures.

X.Data Collection: Each site will be required to collect data to measure the following:

- 1.If an Established site, provider must be able to disaggregate client specific data associated with the "Expanded population"
  - 2.Number of juveniles committed to DJJ by age, gender, race, ethnicity, offense, and length of stay.
  - 3.Number of youth served, number of those youth newly enrolled during the reporting period, number of juveniles committed to DJJ with a brief narrative with demographic data and information on past efforts with each juvenile, including past participation in Redeploy (submitted monthly with expenditure data).
  - 4.Impact on Detention - new admissions, length of stay, and average daily population of secure detention for the total juvenile population as well as the juveniles involved with Redeploy Illinois.
  - 5.Program Data - outcome data of juveniles in the Redeploy Illinois program while actively involved in the program, six months after discharge from the program and twelve months after discharge. (Examples: school attendance/education level, diploma/GED, employment, and positive family relationships etc.).
  - 6.System Data - negative system outcome data of juveniles in the Redeploy Illinois program while actively involved in the program, six months after discharge from the program and twelve months after discharge. (Examples: new petitions or information filings, new incidents, commitments etc.).
  - 7.Impact on the disproportional use of secure confinement of minority youth in the system (detention, DJJ and other) and other points in the system targeted.
  - 8.Use of community-based treatment alternatives.
  - 9.Number of Redeploy Illinois youth successfully completing probation requirements, before, during or after completion of Redeploy Illinois.
  - 10.Number of Redeploy Illinois youth successfully discharged from the Redeploy Program.
  - 11.Initial and Closing YASI data on Redeploy Illinois youth to assess the change in Dynamic Risk and Dynamic Protective Factors.
  - 12.Education and Employment Outcomes Status data before, during, and after discharge, including, but not limited to, number receiving services, types of services and outcomes.
- Y.Meeting Attendance: Providers must budget for and plan to attend a minimum of two statewide Redeploy Illinois meetings per year in the central part of the state.
- Z.Use of Funds: Funds will be used to support the Annual Plan and Budget approved by DHS that is intended to meet the goals of Redeploy Illinois. Redeploy Illinois funds may not be used for capital expenditures, renovations or remodeling, personnel costs for probation, or electronic monitoring/Global Positioning System Monitoring equipment or associated costs. In addition, Redeploy Illinois funds shall not be used to duplicate

State Of Illinois.

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existing services and programs or supplant existing county funded programs.

AA.Program Participant Eligibility: Any youth under the jurisdiction of the juvenile court, not currently in IDJJ, that is facing a possible commitment to IDJJ. Expanded program participant eligibility (Established program sites) may include Minors determined guilty of murder or a Class X forcible felony as defined in the Criminal Code of 1961 and youth not facing a possible IDJJ commitment that are medium or high-risk youth charged with non-status misdemeanor or felony offenses and may include some pre-adjudicated youth.

BB.Program Strategies: Each Redeploy Illinois site is responsible for implementing the following strategies within their County(s):

- 1.Implement programming that diverts Redeploy Illinois eligible youth from IDJJ commitments
- 2.Implement policies that ensure local responsibility and authority for planning, organizing, and coordinating service resources in the community.
- 3.Put in place a continuum of local, community-based graduated sanctions and treatment alternatives
- 4.Ensure a holistic approach to serving youth and their families using wrap and other, similar models.
- 5.Ensure appropriate risk and needs assessments are utilized.
- 6.Develop, implement and complete individualized case plans based on identified needs from appropriate assessments and information from Redeploy staff, the courts, youth, and their families.
- 7.Provide community-based services to youth in the least restrictive setting possible
- 8.Implement programming that is research or evidence-based as proven or promising
- 9.Implement non-traditional services and programs that supplement EBP.
- 10.Promote offender accountability through restorative justice practices that ensure offenders understand how their actions have affected others and take responsibility for their actions.
- 11.Empower communities to take responsibility for the well-being of its members.
- 12.Increase youth competencies and protective factors. Build up strengths and assets.
- 13.Ensure basic needs for families are met (food, clothing, etc.)
- 14.Ensure youth receive necessary mental health and substance abuse services
- 15.Ensure youth receive education and employment services
- 16.Provide opportunities for youth to experience positive activities with their families that expose them to other options and broaden their world view.
- 17.Involve the family in the provision of services.
- 18.Coordinate case plans and monitor progress of youth during the course of service provision to ensure services are having the intended impact and youth are on track to reach their goals.
- 19.Connect eligible youth and families to mainstream benefits (SSI, Medicaid, TANF, SNAP, WIC, etc.)
- 20.Implement strategies that foster commitment and involvement of local stakeholders
- 21.Data driven decision making

**EXHIBIT B**

CC.Program Activities: The following activities are commonly utilized by providers to successfully implement the above strategies. This is not to be considered an all-inclusive list.

- 1.Youth Assessment Screening Instrument (YASI)
- 2.Cognitive Education and Treatment
- 3.Community Restorative Boards
- 4.Employment-Related Services: Employment readiness, work experience, Employability skill development, job seeking skills, job maintenance skills. Etc.
- 5.Individualized Staffing
- 6.Mental Health Counseling and Treatment
- 7.Multidisciplinary Case Review Meetings
- 8.Parent/Family Support Services
- 9.Connect families to DHS Local Area Offices, ABE website, etc.
- 10.Positive Recreational Activities
- 11.Mentoring Services
- 12.Psychological and Psychiatric Evaluations
- 13.Substance Abuse Counseling and Treatment
- 14.Court Diversion Programs
- 15.Tele-Psychiatry
- 16.Transportation Services
- 17.Trauma informed care
- 18.Tutoring and education advocacy and support/IEP advocacy and support
- 19.Victim-Related Services
- 20.Aggression Replacement Training
- 21.Washington Aggression Interruption Training
- 22.Functional Family Therapy
- 23.Multi-Systemic Therapy
- 24.Parenting with Love and Limits/Active Parenting
- 25.Conduct regular community stakeholder meetings
- 26.Educate the community about juvenile justice system practitioners and current juvenile research
- 27.Advocacy
- 28.Wrap-around services

DD.Each Redeploy Illinois site, when asked, must participate in a program evaluation as prescribed by the Department. The program site may be required to meet with evaluators regularly, submit data and assist the evaluators in having access to juveniles and their families for follow-up surveys.

EE.eCornerstone Reporting Requirements:

- 1.Providers must ensure all youth referred to the Redeploy Illinois program are entered into the Departments eCornerstone data system.
- 2.Providers must complete a Youth Assessment Screening Instrument (YASI), on every youth considered for the program in the Departments eCornerstone data system.

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3. Providers must complete a YASI Closing Assessment, on every youth accepted into the program in the Departments eCornerstone data system.
  4. Providers must complete an individualized case plan based on findings of the initial YASI assessment for every youth accepted into the program and enter it in the Departments eCornerstone data system.
  5. Providers must maintain agency; subcontractor; and program service delivery site information in the eCornerstone system.
  6. Participant case plan and additional assessment information will be entered into eCornerstone data system.
  7. Participant outcome follow-up information will be entered into the eCornerstone data system.
  8. Agency and program data and information provided to DHS may be shared with the Redeploy Illinois Oversight Board and may be included in the annual report to the Governor and General Assembly, or any other publication deemed appropriate by the Board. Data on individual youth will not be shared with the public.
- FF. DHS Local Area Offices - Providers will develop and maintain collaborative working relationships with local Family and Community Resource Centers (FCRCs). This includes regularly participating in service provider meetings or events as requested to ensure the local office staff are aware of the program in case they need to make a referral.

GG. Penalties: The Redeploy Illinois Oversight Board, in accordance with the Redeploy Illinois statute, is required to impose a penalty for each youth committed to IDJJ that exceeds the 25% reduction requirement from the sites approved baseline. This reduction is figured over a full 12 consecutive month project period. This project period will match either the state fiscal year or a calendar year and will be agreed upon by the sites as part of their application/plan. The baseline is pre-determined and will be set for future years of Redeploy Illinois implementation. This baseline figure is calculated by averaging the number of Redeploy Illinois eligible commitments over a 3-year period. The data used to calculate these rates is data provided by the Illinois Department of Juvenile Justice. Project Period.

No penalty may be imposed on any site unless they exceed the approved reduction requirement of their baseline in any single 12 consecutive month project period. Each excess commitment will be reviewed to ascertain commitment type. This would be the basis upon which any penalty may be calculated. The data used to calculate commitments for a given project period will be provided by the Illinois Department of Juvenile Justice. The maximum penalty for each court evaluation/bring back order will not exceed \$2,000 for each commitment over the reduction requirement and will not exceed \$4,000 for each full commitment over the reduction requirement.

Continuation Redeploy sites and Established Sites in Restorative Status funded under this notice are subject to penalties as described above. Redeploy providers funded under this

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notice that are designated as Established Redeploy sites will NOT be subject to penalties. Established provider sites that lose this designation and/or are designated to be in a Restorative status will be subject to the same expectations and penalties as Continuation sites above.

**HH.Provider Status Determination:****1.Continuation Redeploy Program Sites**

Redeploy programs that have successfully completed Phase 1 and Phase 2 of the Planning Grant process and have, on average, met the 25% reduction requirement for fewer than five years will be designated as a Continuation Redeploy Illinois program site.

**2.Established Redeploy Illinois Program Sites**

Redeploy Illinois programs that have, on average, met or exceeded the minimum 25% reduction requirement for five or more consecutive years will be designated as an Established Redeploy Illinois program site. To maintain this status, Established Redeploy Illinois programs must continue to maintain or reduce their IDJJ commitments. While in the Established status, providers are be charged with maintaining or reducing commitments compared to a new rolling baseline that will reflect the most recent 3-year annual average Redeploy eligible commitments for their corresponding service area. (3 calendar years immediately preceding the state calendar year grant period.). While IDJJ Data will continue to be used as the official data set by which the baseline and actual commitments will be measured, provider data will be regularly collected and utilized in the absence of IDJJ data to ensure continuity. There will be no change in what is considered a Redeploy Eligible commitment.

A status redetermination will be made each year as part of the annual continuation application process. Sites that do not exceed their new baseline will automatically maintain their status as Established for the next grant period. Sites that exceed their new baseline will be reviewed by staff and the Redeploy Illinois Oversight Board on a case by case basis to determine the appropriate course of action.

RIOB may decide the following:

Extenuating circumstances existed that caused the level of commitments, site allowed to continue as Established Site

Determination that although commitment number may have exceeded baseline, commitments remain in line with the 3-year average, no corrective action required.

Allow to remain in Established status pending the results of a corrective action plan.

Failure to comply with corrective action and/or failure to achieve intended result of corrective action will result in the site being placed in "Restorative Status"

Site placed in Restorative Status (See below)

**3.Established Redeploy Illinois Site in Restorative Status**

Restorative status is a temporary status whereby the previously Established site would have that status suspended. Site would revert back to the Continuation Redeploy program

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site requirements, subject to penalties and no longer able to serve the expanded (secondary) population (except those already being served). While in Restorative Status, site will again be subject to penalties based on their original Baseline and the 25% reduction requirement. The site must achieve and maintain compliance for a period of time to be determined by the RIOB, not to exceed 3 years. Once the provider has achieved the terms of the RIOB decision, the provider would again become an Established site with restored benefits.

**Reporting Requirements****A. Program Reports**

1. Pursuant to Paragraph 13.1 and 13.2 the Provider will submit monthly, quarterly and final Periodic Financial Reports (PFRs) in the format prescribed by the Department. Unless a difference reporting requirement is specified in Exhibit G. The monthly, quarterly and final Periodic Financial Reports must be submitted no later than the 15th of each month for the preceding month or quarter by email. The final year-end report (July1-June30th) will be due on or before July15th or no more than 30 days following grant termination.
2. Pursuant to Paragraph 13.1 and 13.2 the Provider will submit quarterly and final Periodic Performance Reports (PPRs) in the format prescribed by the Department. Unless a different reporting requirement is specified in Exhibit G. Quarterly and Final Periodic Performance Reports are due no later than the 15th of each month for the preceding quarter by email. Quarter 1 (July1-September 30th) due October 15th, Quarter 2 (October 1st- December 31st) due January 15th, Quarter 3 (January 1st- March 31st) due April 15th, and Quarter 4 (April 1st- June 30th) due July 15th). The final year-end report (July 1-June 30th) will be due on or before July 30th or no more than 30 days following grant termination.
3. Annual Program Application/Plan - Providers are required to submit an Annual Program Application/Plan each year. For non-renewal years and for programs not exempt under 30 ILCS 708 (GATA) the Annual Plan or Application will be made available through a competitive Notice of Funding Opportunity (NOFO). Annual Program Plans for Programs exempt from 30 ILCS 708 (GATA) or during a renewal year will be due in April/May of each year for the upcoming program year. Annual Program Application/Plan guidance and submission instructions will be made available to providers through the same process as the NOFO posting and will be posted 30 days prior to the submission due date each year.
4. Uniform Grant Budget - Providers are required to submit a Detailed Uniform Grant Budget each year along with their Program Application/Plan. The Uniform Grant Budget will be due on the same timelines as the Program Application/Plan above. Providers agree to establish and utilize a budget approved by the Provider's Board of Directors.
5. Program Data Reporting - Providers are required to enter continuous (approximately daily) client/program and service specific data into the Web-based eCornerstone system. (See Bbelow.)
6. Additional Data Reporting - Providers may be required to provide additional survey data

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once per year, in a format prescribed by the department, due on September 1st for the preceding fiscal year.

7.If the State share of any State award is more than \$500,000 over the period of performance, successful applicants must adhere to the post award reporting requirements reflected in Title 45 Part 67 Appendix XII CFR Award Term and Condition for Recipient Integrity and Performance Matters, available at <https://edfr.io/Title-45/Part-75/Appendix-XII>

**B.eCornerstone Data Reporting**

1.Redeploy providers are mandated to utilize the eCornerstone Web-based reporting system to capture information on all youth served in the program. Administrative data will be captured as well as participant-specific, case-level information. The following is an overview of the various categories of information that must be captured in the system for participants enrolled in Redeploy. Information captured includes but is not limited to:

Demographics

Referral Date / Acceptance Date

County of Referral

Referral reason

Referral source

Probation Officer Assigned

County of Probation.

Site of program service

Assigned worker

Living arrangement (at enrollment, discharge, & follow-up)

Educational status (at enrollment, discharge, & follow-up)

Employment status (at enrollment, discharge, & follow-up)

Legal status (at enrollment, discharge, & follow-up)

Legal history (at enrollment)

Redeploy Case Specific Information

Youth Assessment & Screening Instrument (YASI) (initial assessment, re-assessment, and closing assessment) questions and responses

oClosing YASI is required when an initial YASI has been submitted.

Additional assessment information is captured (Fitness and Competency Evaluation; Mental Health/Behavioral Assessment; Substance Abuse Assessment; Co-occurring Disorders Assessment; Trauma Assessment; Sex Offender Assessment; Educational Assessment; Life Skills Assessment; Other Assessment)

Case Plan information, domains targeted (legal history; family; school; community & peers; alcohol & drugs; mental health; aggression; attitudes; skills; employment & free time) services planned, and service completion

Outcome information (ex: Case Plan completion, change in protective factors, & change in risk factors)

Case Information

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- oLiving arrangement/placement info - # different
- oRestorative Justice participation
- oNon-traditional court evaluation and subsequent DJJ commitment information
- oElectronic monitoring information
- oChronic truancy information
- oLearning Disability & services information
- oIndividual Care Grant information
- Discharge information
- oDischarge reason
- oStatus at Discharge
- Living arrangement
- Educational status
- Employment status
- Legal status
- Redeploy Case Information
- oDischarge planning
- # of Probation Contacts and # of Case Management Contacts with the youth & family in the following categories: (discharge & follow-up)
- o# that involved the Youth only
- o# that involved the Parent only
- o# that involved the Youth & Parent
- o# that were advocating on behalf of youth/family
- o# that were administrative in nature
- Follow-up information including all status information, contacts and Redeploy Case information
- 2.Providers must ensure all youth referred to the Redeploy program are entered into the Department's eCornerstone data system.
- 3.Providers will maintain accurate agency; subcontractor; and program service delivery site information in the eCornerstone system.
- 4.Agency and program data and information provided to DHS may be shared with the Redeploy Illinois Oversight Board and may be included in the annual report to the Governor and General Assembly, or any other publication deemed appropriate by the Board.
- 5.Data on individual youth will not be shared with the public.

**C.Fiscal Reports / Billing Information**

The Provider will submit monthly, quarterly and final Periodic Financial Reports (PFRs) in the format prescribed by the Department. The monthly, quarterly and final Periodic Financial must be submitted no later than the 15th of each month for the preceding month by email to: DHS.YouthServicesInfo@illinois.gov with the Program Name/Acronym; Contract number and Month in the Subject Line. If there are any questions, please contact the Bureau at: 217-557-2943.

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The Provider shall use the following methodology to document the use of these funds: The Provider shall provide summary documentation by line item of actual expenditures incurred for the purchase of goods and services necessary for conducting program activities. The Provider shall use generally accepted accounting practices to record expenditures and revenues as outlined in 89 Ill. Adm. Code 509, DHS Fiscal Administrative Recordkeeping and Requirements.

Expenditures shall be recorded in the Provider's records in such a manner as to establish an audit trail for future verification of appropriate use of Agreement funds. Expenditure documentation forms shall be submitted in a format, defined by FCS, Bureau of Youth Intervention Services.

**Additional Requirements****1.Revisions**

If necessary, a provider may request a modification to the approved program plan and/or approved Spending Plan/Uniform Budget. Modifications or amendments to the program and/or spending plan must be submitted by the provider, in writing utilizing the appropriate forms, and are subject to approval by BYIS prior to formally submitting the revision in the CSA system.

Plan and Budget revision requests initiated after May 1st, will NOT be processed.

A revision request will be considered initiated when there is dated, written documentation (including email) that the provider has reached out to program to discuss the need for a revision, AND program staff have responded in writing, giving them permission to move forward with the steps necessary to formally revise their plans/budgets.

Exceptions to the above deadline will be limited, considered on a case-by-case basis, and must be approved in writing by Division leadership.

**a.Program Plan Modifications**

Providers are not allowed to make program plan modifications without pre-approval. Program plan revisions include items such as those that would impact the service delivery model, changes to the specific services offered, numbers of youth to be served, service delivery sites, changes in sub-contractors or their services, deliverables, days open, etc. Modifications not needing pre-approval include staffing changes.

**b.Uniform Budget Modifications**

Providers are allowed to make discretionary line item transfers within their approved budget without pre-approval from the Department (see article 6.3 of the Uniform Grant Agreement). Budget revisions, other than discretionary line item transfers, must be pre-approved by the Department (see article 6.2 of the Uniform Grant Agreement). Once the Department pre-approves the revision request, the provider will enter the proposed revision into the CSA system to be officially approved. Upon approval, DHS staff will then update the "Approved Budget Tab" of their Expenditure Documentation and Certification Form (EDCF) for submission with their next monthly expenditure report.



**EXHIBIT B****2. Indirect/Direct Administrative and Direct Costs**

This grant has no limitations on indirect cost. In order to charge indirect costs to this grant, the applicant organization must have a Federal or State annually negotiated indirect cost rate agreement (NICRA) or must elect to use the De Minimis Rate.

Every organization that receives a state award must make an indirect cost rate proposal or election in the Crowe Activity Review System (CARS), including organizations that are choosing not to claim payment for indirect costs.

**Indirect Cost Rate Election**

- a. **Federally Negotiated Rate.** Organizations that receive direct federal funding may have an indirect cost rate that was negotiated with the Federal Cognizant Agency. Illinois will accept the federally negotiated rate.
- b. **State Negotiated Rate.** The organization must negotiate an indirect cost rate with the State of Illinois by completing an indirect cost rate proposal in the CARS system if they do not have Federally Negotiated Rate or elect to use the De Minimis Rate.
- c. **De Minimis Rate.** An organization that has never received a Federal or State Negotiated Rate may elect a de Minimis rate of 10% of modified total direct cost (MTDC). Once established, the de Minimis rate may be used indefinitely. The State of Illinois must verify the calculation of the MTDC annually in order to accept the de Minimis rate. If programs elect to use the De Minimis rate, it is critical that program budgets accurately calculate the MTDC base (see 2 CFR 200.68).
- d. **"No Rate":** Grantees have discretion not to claim payment for indirect costs. Grantees that elect not to claim indirect costs cannot be reimbursed for indirect costs. The organization must record an election of "No Indirect Costs" into CARS.

**Crowe Activity Review System (CARS).**

CARS will allow your organization to document your already established federally approved indirect cost rate, complete an indirect cost rate proposal (see State Negotiated Rate above), elect to charge the De Minimis rate (10%) of modified total direct costs (MTDC), or select that no reimbursement of indirect costs will be requested. Submission requirements are located on page 2 of the Uniform Budget Template as well as 2 CFR 200 Appendix IV, V & VII.

- i. Organizations which have not previously made an indirect cost rate election must submit an election (and indirect cost rate proposal, if necessary) immediately and no later than 3 months after receiving an award notification or invitation to the CARS system.
- ii. Organizations that have previously established an indirect cost rate election must submit a new indirect cost rate election immediately and no later than 6 months after the close of their organization's fiscal year.
- iii. Every organization must make an indirect cost rate election in CARS even if the organization is choosing De Minimis Rate or "no rate". Organizations that do not make an

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election or submission inside the CARS system within the required timeframes will not be allowed to claim indirect cost reimbursement.

**3.Allowable/Unallowable Costs****oUnallowable Costs**

Please refer to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, PART 200 Subpart E Cost Principles to determine the appropriateness of costs. In addition, and specific to this grant, un-allowed costs will also include the following unless otherwise approved in writing by DHS:

- i.Purchase of a vehicle
- ii.Food for staff unless authorized as per diem under the State of Illinois Governor's Travel Control Board.
- iii.Deposits for items, services, or space
- iv.Entertainment costs, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized in the approved budget (2 CFR 200.438)
- v.Capital expenditures for general purpose equipment, including any vehicle regardless of cost, buildings, and land (2 CFR 200.439)
- vi.Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life (2 CFR 200.439)
- vii.Capital expenditures for renovations or remodeling
- viii.Food, and other goods or services for personal use of the grantee's employees, contractors, or consultants of the grantee unless authorized as per diem under the State of Illinois Governor's Travel Control Board (2 CFR 200.445)
- ix.Deposits for items, services, or space
- x.Personnel costs for probation
- xi.Electronic Monitoring/Global Positioning System Monitoring equipment or associated costs.
- xii.Drug testing supplies for probation compliance purposes. Funds MAY be used for drug tests administrated for clinical purposes.
- xiii.Redeploy Illinois funds shall not be used to duplicate existing services and programs or supplant existing county funded programs (730 ILCS 110/16.1).

**oAllowable Costs**

Allowable costs are those that are necessary and reasonable based on the activity(ies) contained in the Scope of Work, are justified in the Budget Narrative, and are allowable under Subpart E of 2 CFR 200.

**4.Subcontractors**

- A.Subcontractor Agreement(s) and budgets must be pre-approved by the Department.
- B.Subcontractor Agreement(s) and budgets must be on file with the Department.

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C.Any subcontractor shall be subject to all provisions of this Agreement.

D.The Provider shall retain sole responsibility for the performance of the subcontractors.

E.Simplified Acquisition Threshold

The Simplified Acquisition Threshold is currently \$250,000 (Refer to 2CFR200 Section 200.88). Therefore, the grantee must be aware of the following regarding the Simplified Acquisition Threshold as it will be applicable to any qualifying sub award:

That the grantee agency, prior to making a sub-award with a total amount of funds greater than the simplified acquisition threshold, is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS) (see 41 U.S.C. 2313);

That an applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that the awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM;

That the awarding agency will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under awards when completing the review of risk posed by applicants as described in 200.205 awarding agency review of risk posed by applicants.

**6.Monitoring**

The Provider will provide the Department with requested monitoring and evaluation information and understands that the Department will monitor, audit, and evaluate service and records. Reporting will be as required by the Bureau. Monitoring may include but is not limited to:

A.On site visits to providers including inspection of client files, fiscal records, and interviews with program staff, contractors, probation staff, county and municipal law enforcement, judges etc..

B.Telephone or video monitoring of service via contacts with providers and a sample of youth and families receiving service.

C.Compliance and Performance Measure reviews.

D.Periodic audits.

E.Unannounced visits.

F.Desk Reviews.

----- END OF PROGRAM: REDEPLOY ILLINOIS -----

**EXHIBIT C  
PAYMENT**

Grantee shall receive \$297,249.00 under this Agreement.

Enter specific terms of payment here:

**Payment Terms**

The Illinois Department of Human Services (IDHS) payment policy complies with 2 CFR 200.302, 2 CFR 200.305, 31 CFR 205 (procedures implementing Cash Management Improvement Act and Treasury-State Agreement (TSA)), and 44 Ill. Admin. Code 7000.120 (GOMB Adoption of Supplemental Rules for Grant Payment Methods). The three award payment methods are described below:

**Advance Payment (Advance and Reconcile)**

An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement. Cash Budgets must be signed by either the Chief Executive Officer (or equivalent) or Chief Financial Officer (or equivalent) for the entity. The executive's signature certifies that their entity complies with the requirements set forth in 2 CFR 200.302 (Financial Management) and 44 Ill. Admin. Code 7000.120(b)(i)(A) (Advance Payments).

Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the grantee in carrying out the purpose of the program.

Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 15 days after the first month of the Award's term. Invoices must be submitted on or before the 15th calendar day following the end of each monthly invoice period. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

Subsequent monthly payments will be based on each monthly invoice submitted by Grantee to Grantor, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.

Grantees that do not expend all advance payment amounts by the end of the Award term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective budget, must return the funds within 45 days.

Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

**EXHIBIT C****Reimbursement**

IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.

Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted on or before the 15th calendar day following the end of each monthly invoice period. As practicable, Grantor shall process payment within 15 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.

Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

**Working Capital Advance**

Grantees may request separate working capital advance payments. Requests must be submitted on the IDHS Advance Payment Request Cash Budget Template (Cash Budget) to the respective grant Program Manager. The Cash Budget must include monthly cash requirements for every month of the grant term. Requests must be signed by either the Chief Executive Officer (or equivalent) or the Chief Financial Officer (or equivalent) for the entity. The executive's signature certifies the cash requirements are actual expected costs.

IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.

Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. The first invoice is due 15 calendar days after the first month of the Award term. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

Working Capital Advance Payments are limited to a single occurrence per grant term.

Following the initial working capital advance payment, grantees will be paid via advance or reimbursement method as appropriate.

**EXHIBIT C****Additional Advance Payments**

Additional advance payments may be considered on a case-by-case basis. Such requests must be made in writing, may require supporting documentation and must be approved by IDHS Executive Staff.

**Final Payment**

The final payment from the Department under this Agreement shall be made upon the Department's determination that all requirements under this Agreement have been completed, which determination shall not be unreasonably withheld. Such final payment will be subject to adjustment after the completion of a review of the Applicant's records as provided in the Agreement.

**Stop Payment**

The Grant Accountability and Transparency Act (GATA) protects the quality of grant programs by limiting fraud, waste and abuse. GATA specifically requires the Governor's Office of Management and Budget (GOMB) to maintain a "list of individuals and entities that are ineligible, either temporarily or permanently, to receive an award of grant funds from the State." 30 ILCS 708/60(a)(8). In response to this requirement, the State of Illinois has set policy known as the Grantee Compliance Enforcement System (GCES) based on established federal law and supporting guidance. The system, Stop Pay List Tracking System (SPLTS), will only be used to track non-compliance of grantees.

Non-compliance issues are classified as follows:

**A. Temporary Stop Payment Status:**

1. Late performance or expense reporting;
2. Failure to clear fiscal/administrative monitoring issue(s);
3. Failure to submit a timely audit report;
4. Failure to respond to audit report or monitoring review corrective action for deficiencies and material weaknesses;
5. Failure to submit a required refund payment or a payment missing from the payment plan;

or

6. Factually based discretionary issue documented by the leadership within the awarding agency.

**B. Permanent Stop Payment Status**

1. Facts documented by the applicable state agency including but not limited to:

a) Conviction of or civil judgment for commission of fraud or a criminal offense, violation of federal or state antitrust statutes, commission of embezzlement, theft,

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forgery, bribery, falsification or destruction of records, tax evasion, or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects present responsibility.

b) Violation of grant terms or a transaction so serious as to affect the integrity of the program such as a willful failure to perform in accordance with grant terms, a history of failure to perform or of unsatisfactory performance, or a willful violation of statutory or regulatory provisions or requirements application to a grant.

c) Any other cause so serious or compelling in nature that it affects present responsibilities.

2. Fraud documented by the Office of the Executive Inspector General and/or other Governmental entity's investigation.

**Repayment**

In the event payments made by the Department to the Applicant exceed the total amount of Applicant reported and Department authorized expenditures, the Applicant will be required to issue a repayment to the Department in an amount equal to the overpayment.

**Pre-Award Costs**

Pre-Award costs prior to the execution of the agreement will be allowed under the following conditions: 1.) the Provider must have received and accepted the Notice of State Award (NOSA) AND, 2.) Submitted any and all requested program plan and budget revisions per the NOSA; AND 3.) May NOT incur pre-award costs prior to the contract start date.

**Payment Forms**

Expenditure Documentation & Certification Form  
Advance Payment Request Cash Budget Form (IL444-4985)

Form located at:

<https://intranet.dhs.illinois.gov/onenetlibrary/12/documents/Forms/IL444-4985.pdf>

----- END OF PROGRAM: REDEPLOY ILLINOIS -----

Estimated Annual Contract Amount: \$297,249.00

NOTE: The estimated figures are merely an objective means of computing the contract amount and should not be construed as a guaranteed amount that will be spent on the contract during the fiscal year.

**EXHIBIT D  
CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

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

**GRANTOR CONTACT**

Name: Karrie Rueter

Title: Bureau Chief

Address: 823 E Monroe St  
Springfield, IL 62701-1915

Phone: 217-557-0193

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

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

E-mail Address: karrie.rueter@illinois.gov

**GRANTEE CONTACT**

Name: ~~Ryan Horne~~ Patrice Sutton

Title: ~~Executive Director~~ Chief Financial officer

Address: 18 N County St  
Waukegan, IL 60085-4304

Phone: 847-377-~~227~~<sup>2233</sup>

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

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

E-mail Address: ~~rhorne~~@lakecountyil.gov  
psutton

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



**EXHIBIT E**  
**PERFORMANCE MEASURES**

- A. Percent change in 12 Month IDJJ commitments of Redeploy Illinois Eligible youth from the approved three-year base line.
- B. Percent of youth referred to the program that are enrolled in the eCornerstone data system.
- C. Percent of youth accepted into the program that receive an initial full YASI.
- D. Percent of youth accepted into the program that have and individualized case plan.
- E. Percent of case plans that involve the family in the provision of services.
- F. Percent of youth who receive a YASI closing re-assessment at program exit.
- G. Percent of youth who successfully complete one or more case plan services.
- H. Percent of youth who experience increased protective factors.
- I. Percent of youth who experience decreased risk factors.
- J. Percent of case plans that address education and/or employment.

----- END OF PROGRAM: REDEPLOY ILLINOIS -----

**EXHIBIT F**  
**PERFORMANCE STANDARDS**

**A. Established provider sites:**

Maintain or reduce the 12 Month IDJJ commitments of Redeploy Illinois Eligible youth from the applicant's approved 3-year rolling baseline (Prior 3 fiscal year IDJJ Redeploy eligible commitment average 3 fiscal years prior to the start of the grant period.) Redeploy Illinois eligible as defined in statute - NOT as it may be more narrowly defined by the site. Includes ALL IDJJ eligible commitments in the County(s) or (service area if County pop is greater than 2M). 12-month period will be the approved project period for each site.

Sites that do not exceed previous 3-year average of commitments to IDJJ will automatically maintain their Established status for the next grant period. Sites that exceed the previous 3-year average of commitments to IDJJ will be reviewed by staff and the Redeploy Illinois Oversight Board on a case by case basis to determine the best course of action.

**B. Continuation and Restorative provider sites:**

Minimum 25% decrease in 12 Month IDJJ commitments of Redeploy Illinois Eligible youth from the applicant's original approved 3-year baseline. Redeploy Illinois eligible as defined in statute - NOT as it may be more narrowly defined by the site. Includes ALL IDJJ eligible commitments in the County(s) or (service area if County pop is greater than 2M). 12-month period will be the approved project period for each site.

The Redeploy Illinois Oversight Board, in accordance with the Redeploy Illinois statute, is required to impose a penalty for each youth committed to IDJJ that exceeds the approved reduction requirement of the sites baseline number. The maximum penalty for each court evaluation/bring back order may not exceed \$2,000 for each commitment. The maximum penalty for each full commitment is \$4,000.

1. 100% of youth referred to the program will be enrolled in the eCornerstone data system. Number of youth referred will be collected as well as the number enrolled in the data system.

2. 100% of Redeploy Illinois youth considered for the program will receive an initial full YASI. Number of youth referred will be collected as well as the number with a full YASI in the in the data system.

3. 100% of Redeploy Illinois youth accepted into the program will receive an individualized case plan. Number of youth accepted will be collected and the number of youth with case plan.

4. 70% of case plans will involve the family in the provision of services. Includes only those with case plans developed; Includes involvement in the development of the case plan and/or actually receiving services individually and/or as a family. Will look at number of case plans developed and number that involve the family.

5. 100% of Redeploy Illinois youth accepted into the program will receive a YASI closing re-assessment at program exit. Includes only those youth that received an initial full

**EXHIBIT F**

YASI AND were accepted into the program and considers those with a closing assessment.

6.70% of Redeploy Illinois youth will successfully complete one or more case plan services. Includes only youth that had a case plan developed; includes only youth who have exited the program during the reporting period; includes completing case plan goals.

7.65% of Redeploy Illinois youth will experience increased protective factors. Includes only youth that had a case plan developed; includes only youth who have exited the program during the reporting period; includes an increase in YASI Dynamic Protective Scores- Initial vs. closing YASI in one or more targeted domains.

8.65% of Redeploy Illinois youth will experience decreased risk factors. Includes only youth that had a case plan developed; includes only youth who have exited the program during the reporting period; includes a decrease in YASI Dynamic Risk Scores- Initial vs. closing YASI in one or more targeted domains.

9.70% of case plans will address education and/or employment. Includes only youth that had a case plan developed; includes only youth who have exited the program during the reporting period.

----- END OF PROGRAM: REDEPLOY ILLINOIS -----

**EXHIBIT G**  
**SPECIFIC CONDITIONS**

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

FISCAL AND ADMINISTRATIVE (from the FY 2023 ICQ)

1. The nature of the additional requirements.

GATA Conditions

Agency Adjustments / Explanations

2. The reason why the additional requirements are being imposed.

GATA Conditions

Agency Adjustments / Explanations

3. The nature of the action needed to remove the additional requirements, if applicable.

GATA Conditions

Agency Adjustments / Explanations

4. The time allowed for completing the actions if applicable.

GATA Conditions

Agency Adjustments / Explanations

5. The method for requesting reconsideration of the additional requirements imposed.

Agency Conditions

PROGRAMMATIC

1. The nature of the additional requirements.

Agency Conditions

1). Participate in monthly Redeploy Illinois conference calls.

2). Participate in two meetings focused on sub-recipients.

2. The reason why the additional requirements are being imposed.

Agency Conditions

1). Support Redeploy Illinois philosophy and transition to new model; Provide information to inform the development of the new data collection and case management system; Share successes and challenges with other program sites

2). Risk category 2: History of performance, responsibilities of sub-recipients.

3. The nature of the action needed to remove the additional requirements, if applicable.

Agency Conditions

1). The program manager and other relevant staff will attend monthly Redeploy Illinois provider conference calls.

2). Two meetings will be conducted by DHS staff (1st and 3rd quarters) to review how the program changes are going and if the sub-recipients are meeting requirements. Technical assistance will be provided, if necessary.

4. The time allowed for completing the actions if applicable.

Agency Conditions

1). Monthly Redeploy Illinois provider conference calls are held the first Thursday of each month from 9:00 to 10:00 via WebEx. These calls are ongoing throughout the fiscal year.

2). The first of two meetings will occur within the first quarter (July 1, 2022 - Sept 30, 2022) to monitor progress. The second virtual site visit will occur by the end of the third quarter to determine compliance (Jan 1, 2023 - Mar 30, 2023).

5. The method for requesting reconsideration of the additional requirements imposed.

**EXHIBIT G**

Agency Conditions

- 1). Conditions may be removed if participant feels the calls interfere with regular daily work activities or are not beneficial or productive use of time.
- 2). This condition will be removed if meetings confirm compliance with conditions.

----- END OF PROGRAM: REDEPLOY ILLINOIS -----

**PART TWO – THE GRANTOR-SPECIFIC TERMS**

**ARTICLE XXVII  
ADDITIONAL CERTIFICATIONS**

27.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor’s behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

**ARTICLE XXVIII  
ADDITIONAL TERMS**

28.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

28.2 Multiple Locations. In the event that Grantee has more than one location, Grantee shall include in **EXHIBIT D** either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee’s primary location.

28.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award’s successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee’s authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

28.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded

that are subject to the Illinois Grant Funds Recovery Act.

28.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor’s premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS’ premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee’s employees and subcontractors assigned to work on Grantor’s premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

28.6 Gifts. In addition to the Gift ban described in Paragraph 26.1, Grantee will provide Grantor with advance notice of Grantee’s provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

28.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor’s choosing. Such notice shall be effective upon dispatch.

28.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer’s guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

28.9 Reporting Requirements. The reporting timeframes described in Paragraphs 13.1, 13.2, 14.1 and 14.2 are specified in Exhibit B.

**ARTICLE XXIX  
MONITORING AND INFORMATION**

29.1 Monitoring of Conduct. In addition to Article XII of **PART ONE**, Grantor shall monitor Grantee’s conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor’s termination of this Agreement.

29.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee’s contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

29.3 Rights of Review. This ARTICLE XXIX does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

**ARTICLE XXX  
WORK PRODUCT**

30.1 Assignment of Work Product. “Work Product” means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee’s intellectual property that has been or will later be developed outside this Award.

30.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor’s prior written consent.

30.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantor will attempt to resolve Grantor’s concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

30.4 Unresolved Objections; Disclaimer. If Grantor’s objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: “Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article.” Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

**ARTICLE XXXI  
POST-TERMINATION/NON-RENEWAL**



31.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

31.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

**ARTICLE XXXII  
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE**

32.1. Applicability. This Article does not apply to governmental bodies or institutions of higher education.

32.2. Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at <http://www.dhs.state.il.us/page.aspx?item=66602>.

32.3. Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

32.4. Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

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**PART THREE - THE PROJECT-SPECIFIC TERMS**

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

**ARTICLE XXXIII  
ADDITIONAL REQUIREMENTS**

33.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

33.2 Program Attachment. The related Program Attachment, if applicable is, R . It can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

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**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. FCSBR06303

State Agency Illinois Department of Human Services

FY. 2023

Grantee LAKE COUNTY

Notice of Funding Opportunity (NOFO) Number. 23-444-80-0714-01

Data Universal Number System (DUNS) Number 074591652

FEIN 366006600

Catalog of State Financial Assistance (CSFA) Number 444-80-0714

REDEPLOY ILLINOIS

Catalog of Federal Domestic Assistance (CFDA) Number 00.001

CFDA Short Description. 00.001

**Section A: State of Illinois Funds**

REVENUES	Total
State of Illinois Requested:	\$297,249.00
<b>Budget Expenditure Categories</b>	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	\$1,500.00
6. Contractual Services/Subawards (200.318 and 200.1)	\$295,249.00
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	\$500.00
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$297,249.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17	\$297,249.00
<b>MUST EQUAL REVENUE TOTALS ABOVE</b>	

**Note: Total may be adjusted for rounding.**



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSBR06303**

State Agency Illinois Department of Human Services

FY. 2023

Grantee LAKE COUNTY

Notice of Funding Opportunity (NOFO) Number. 23-444-80-0714-01

Data Universal Number System (DUNS) Number 074591652

FEIN 366006600

Catalog of State Financial Assistance (CSFA) Number 444-80-0714

CSFA Short Description. REDEPLOY ILLINOIS

Catalog of Federal Domestic Assistance (CFDA) Number 00.001

CFDA Short Description. 00.001

**Section B: Non-State of Illinois Funds**

REVENUES	Total
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
<b>Budget Expenditure Categories</b>	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	N/A
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 <b>MUST EQUAL REVENUE TOTALS ABOVE</b>	N/A

Note: Total may be adjusted for rounding.



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSBR06303**

State Agency Illinois Department of Human Services

FY. 2023

Grantee LAKE COUNTY

Notice of Funding Opportunity (NOFO) Number. 23-444-80-0714-01

Data Universal Number System (DUNS) Number 074591652

FEIN 366006600

Catalog of State Financial Assistance (CSFA) Number 444-80-0714

CSFA Short Description. REDEPLOY ILLINOIS

Catalog of Federal Domestic Assistance (CFDA) Number 00.001

CFDA Short Description. 00.001

**Budget Narrative Summary**

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	N/A	N/A	N/A
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	\$1,500.00	N/A	\$1,500.00
6. Contractual Services	\$295,249.00	N/A	\$295,249.00
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	\$500.00	N/A	\$500.00
15. GRANT EXCLUSIVE LINE ITEM(S)	N/A	N/A	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$297,249.00	N/A	\$297,249.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$297,249.00		
Non-State Amount		N/A	
<b>TOTAL PROJECT COSTS</b>			\$297,249.00

**Note: Total may be adjusted for rounding.**