

INTER-GOVERNMENTAL AGREEMENT



BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
AND  
COUNTY OF UNION ON BEHALF OF UNION COUNTY STATE'S ATTORNEY'S OFFICE

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams Street, Suite 200, Chicago, Illinois 60606, and County of Union on Behalf of Union County State's Attorney's Office (Grantee), with its principal office at 309 W. Market St., Joneboro, IL 62952, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS  
RECITALS

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

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

ARTICLE I  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 077113546 is Grantee's correct DUNS number, that 376002199 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed **\$73,936**, of which **\$73,936** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated

herein as part of this Agreement.

1.3. Identification Numbers. The Federal Award Identification Number (FAIN) is 2018-V2-GX-0070, the Federal awarding agency is U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime and the Federal Award date is August 9, 2018. The Catalog of Federal Domestic Assistance (CFDA) Name is Crime Victim Assistance and Number is 16.575. The Catalog of State Financial Assistance (CSFA) Number is 546-00-1745. The State Award Identification Number is 1745-14643

1.4. Term. This Agreement shall commence on July 1, 2019. This Agreement shall expire on December 31, 2020, unless terminated pursuant to this Agreement.

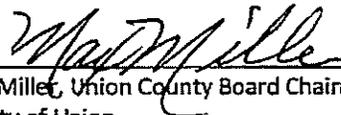
1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification 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.

0-28-19  
ICP

By:   
Megan Alderden, Acting Executive Director  
Illinois Criminal Justice Information Authority

Date: 6/28/19

By:   
Max Miller, Union County Board Chairman  
County of Union

Date: 6-28-19

By:   
Leigh Burns, Union County Treasurer  
County of Union

Date: 6-26-19

By:   
Tyler R. Edmonds, Union County State's Attorney  
Union County State's Attorney's Office

Date: 6-26-19

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

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

**ARTICLE III  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"FAIN" means the Federal Award Identification Number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the state of Illinois.

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

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

#### ARTICLE IV PAYMENT

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

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement’s termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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

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

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the

funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

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

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

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

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

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

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all

applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

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

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

#### ARTICLE VI BUDGET

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

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 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. 2 CFR 200.308.

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

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

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

#### ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

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

CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program

costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII  
REQUIRED CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment,

materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

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

**ARTICLE IX  
CRIMINAL DISCLOSURE**

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

**ARTICLE X  
UNLAWFUL DISCRIMINATION**

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

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

**ARTICLE XI  
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection

with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

### ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 III. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see **Error! Reference source not found.**), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b)

30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

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

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

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

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

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or **Error! Reference source not found.** shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

#### ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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

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

**ARTICLE XV  
AUDIT REQUIREMENTS**

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

15.2. Audit Requirements.

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

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

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

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

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill.

Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

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

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

## ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

### 16.1. Termination.

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

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

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

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

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

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach

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

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

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

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

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

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

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

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

**ARTICLE XVII  
SUBCONTRACTS/SUB-GRANTS**

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

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

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

**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, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

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

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

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

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

**ARTICLE XIX  
STRUCTURAL REORGANIZATION**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made

hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX  
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI  
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

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

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

**ARTICLE XXII  
EQUIPMENT OR PROPERTY**

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

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell,

transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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

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

**ARTICLE XXIII  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XXIV  
INSURANCE**

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

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

surrendered to Grantor.

**ARTICLE XXV  
LAWSUITS**

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

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

**ARTICLE XXVI  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence. 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

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

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

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

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

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in **Error! Reference source not found.**; (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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

1. List the county (ies) the program will serve.  
Union County, Illinois
2. Check each of the population groups the program will serve:
  - ✓ Young children (age 0-5)
  - ✓ Children (age 6-12)
  - ✓ Adolescents (age 13-17)
  - ✓ Young adults (age 18-24)
  - ✓ Adults (age 25-59)
  - ✓ Older Adults (age 60+)

Program Design

1. Reflecting on program performance during the first grant period, the first 18 months (01/01/18 – 06/30/19), describe the direct services that will be provided in the next 18-month periods of funding (07/01/19 – 12/31/20):

- a) **Include the number of total victims serviced by this program in during the first grant period (i.e. Year One plus the extended 6 months), whether the program has a waiting list for services and which program services need to be provided to address victim needs.**

The total number of victims serviced by the VOCA program was a total of 301. There is no waiting list for services, and victims are referred to our office when a crime is committed, a police report is made, or an Order of Protection is needed.

- b) **Describe any adjustments to the objectives detailed in Performance Measures and the rationale for these adjustments.**

Adjustments were not met for this year's objectives, but majority were not met due to the loss of an employee in the VOCA victim advocate position. The rationale for these unmet objectives is due to the loss, as well as the time it took to train a new VOCA victim advocate. While training, the new advocate would only take a few cases at a time until feeling comfortable with the legal process and appropriate work with crime victims. It is projected that the next 18-month periods of funding, the VOCA employee will exceed the amount of victims serviced in the first 18-month period, and due to a new tracking spreadsheet created by the current advocate it will be easier to generate the most accurate of reporting numbers.

- c) **Grantees must offer certain services to victims as outlined below.**

- i. **ALL grantees must provide the following services to their clients: a) respond to the emotional, psychological, or physical needs of crime victims; b) assist**

victims to stabilize their lives after victimization; c) assist victims to understand and participate in the criminal justice system; or d) restore a measure of security and safety for the victim. *ALL* grantees *must* describe how these services will be offered to adult and child victims, including the rationale.

a) The VOCA advocate provides a full range of direct services that prove to lessen the trauma and enhance coping skills and resources of victims of violent crimes. Specific duties include, but not limited to, a 24-hour crisis intervention; emotional support; personal, legal, court, and medical advocacy. This includes information and referral to appropriate social services agencies, court orientation, case status and disposition on an ongoing basis. Last but not least, the VOCA advocate also provides access and guidance in obtaining an order of protection for both adults and juveniles, and assistance in utilizing and obtaining victim compensation through the Attorney General's Office

b) The VOCA advocate assists victims of crime during their most vulnerable. Referrals are made to a variety of agencies and service providers including counseling services, shelter, substance abuse treatment, crime victim's compensation funding, medical providers, and Federal, State and local law enforcement agencies. The Coordinator also provides services, if needed, to victims and witnesses who need assistance with transportation and lodging, including making those arrangements.

c) Court prosecution and case management services are available to all victims either in person, by phone, through email, or letter. Victims of violent crimes receive more services and meetings are set up here at our office to meet with the victim advocate and our prosecutor. The knowledge/information received by said individuals reduces fear, lessens trauma, and gives the victims a sense of control over their own victimization.

d) All of these services restore a measure of security and safety to our victims both adult and child. The VOCA advocate also works very well with the local Child Advocacy Center and will schedule forensic interviews as needed to give child victims the opportunity to tell their story in a child friendly setting.

- ii. **Track One (i.e. *Law Enforcement/Prosecution*)**, grantees are required to utilize advocate(s) to provide crisis intervention and case management. Case management services include: a) assessment and development of a service plan to facilitate a client's progress; b) information and referrals needed for services; c) advocacy; and, d) ongoing emotional support. Advocacy services must include one or more the following: a) assisting victims in securing rights and services from other agencies; b) writing a victim impact statement; c) completing victim compensation work, or obtaining criminal or civil protection orders; d) intervening with employers, creditors and others on behalf of the victim; and, e)

accompanying victims to the hospital, etc (as outlined in the chart above). Track One (i.e. Law Enforcement/Prosecution) grantees must indicate which of these additional services were provided for clients, and describe the rationale for doing so. Also indicate how these services were provided (e.g. in agency, through a subcontracted specialized professional, or from a collaborative partner agency).

The Victim Advocate Unit (VAU) works closely with victim service providers in the community to coordinate services to ensure that all of the victims' needs are met. The VAU participates in a monthly Multi-Disciplinary Team (MDT) meeting to collaborate with agencies as to what the victim, and their family members may need in the recovery process. The VOCA program offered through the Union County State's Attorney's Office addresses a number of victim related needs that would not otherwise be met within the traditional law enforcement nature of the office. The VOCA Advocate is able to provide a variety of services to victims including one-on-one meetings throughout the criminal process, coordination with social services and community agencies and crisis counseling/intervention. The VOCA Victim Advocate improves and compliments the services provided by the Union County State's Attorney's Office by increasing the number of in-person client contacts, increasing the program's effectiveness in providing follow-up services, expanding the capacity of the program to provide more comprehensive services in response to individual needs, attending court hearings with the victims for support and increasing the number of victim notifications for court proceedings. The VOCA advocate works closely with all staff in the State's Attorney's Office to ensure that the needs and rights of victims are being met in a sensitive and thorough manner. The VOCA advocate provides a full range of direct services that prove to lessen the trauma and enhance coping skills and resources of victims of violent crimes. Specific duties include, but not limited to, a 24-hour crisis intervention; emotional support; personal, legal, court, and medical advocacy. This includes information and referral to appropriate social services agencies, court orientation, case status and disposition on an ongoing basis. Last but not least, the VOCA advocate also provides access and guidance in obtaining an order of protection for both adults and juveniles, and assistance in utilizing and obtaining victim compensation through the Attorney General's Office. Legal advocacy examples are to Provide victims with assistance or referral in completing petitions for Orders of Protection and other petitions for emergency relief; accompany victims to court; involve victims in the decision-making process as their case progresses through the system; advocate for the victim with the State's Attorney staff and local law enforcement; assist with property return and request for restitution; assist with victim impact statements.

Personal advocacy examples are including, but not limited to employer and creditor intervention, transportation to court, advocacy with other social service providers on victim's behalf, translator services, and follow-up contact with victims throughout court proceedings and post-disposition. Services may also be provided to significant others who may be vicariously affected by the victim's trauma. The VOCA Advocates provides information on the Crime Victim's

Compensation program and assistance with the filing of claims, as well as follow-up on claims. The VOCA Advocate also develops collaborative working relationships with criminal justice personnel and service providers to ensure effective service delivery to victims and maintains confidentiality.

iii. **Track Two (i.e. County-CASA Victim Assistance)**, grantees are required to utilize advocate(s) to provide training and supervision to volunteer advocates who provide direct services to child victims of physical and sexual abuse, criminal neglect, and abandonment. Track Two (i.e. County-CASA Victim Assistance) grantees must indicate the turnover rate of volunteers trained through this program and the completion rate for volunteers who began the program in the last performance period. Describe any internal or external agency factors that affected turnover and completion rates.

d) **Describe how each client will be assigned a case manager/advocate and how they will collaborate to best support clients; describe the supervision of assigned cases.**

When the Union County State's Attorney's office receives a police report it is thoroughly read and the victims and witnesses of the alleged crime are identified. When a victim of a crime or violent crime has been identified immediate contact is made by one of the victim advocates. The agency assesses needs and makes referrals to other organizations that might be able to provide services to our victims as well as (food, shelter, transportation, counseling, medical). Court prosecution and case management services are available to all victims either in person, by phone, through email, or letter. Victims of violent crimes receive more services and meetings are set up here at our office to meet with the victim advocate and prosecutor. All of the cases are assigned a prosecutor and legal assistant depending on the nature of the crime, felony or misdemeanor, and if the defendant is an adult or juvenile. The State's Attorney supervises the work within the cases. Many of our victims have been involved with our services in the past, and we attempt to have the same victim advocate work with the same victims that they have in the past; as they have established good rapport.

e) **Describe how direct services will be tailored to the needs of the service area and victim groups selected above.**

The VOCA Victim Advocate improves and compliments the services provided by the Union County State's Attorney's Office by increasing the number of in-person client contacts, increasing program's effectiveness in providing follow-up services, expanding the capacity of the program to provide more comprehensive services in response to individual needs, attending court hearings with the victims for support and increasing the number of victim notifications for court proceedings. The VOCA program provides support to the victims, and ensures that victims' rights are provided.

f) **Describe how the program will make a reasonable effort to increase access to services through interpretation, transportation, and child care.**

The VOCA program keeps contact with local interpreters and maintains a good relationship with these individuals, should there be a need for their services. The VAU

will reach out to interpreters and set up a time for them to be present while the victim is receiving services. The Union County State's Attorney's office is working with the local police departments in providing transportation services to and from the office. Our office also works with Shawnee Mass Transit to set up transportation services to and from the court house

- g) Describe how the program will work towards addressing organizational barriers to service provision as outlined in during the first grant period, Year One plus the extended 6 months (e.g., high staff turnover).**

Victims sometimes have an issue with getting transportation to the office to meet and appear for court to be heard at a hearing. Union County is in a rural area, and some borders of the county can be many miles from the office. The Union County State's Attorney's office is working with the local police departments in providing transportation services to and from the office. Our office also works with Shawnee Mass Transit to set up transportation services to and from the court house.

- h) Describe how community coordination efforts will be tailored to the needs of the service area and victim groups selected above.**

The Victims Advocate Unit (VAU) works closely with victim service providers in the community to coordinate services to ensure that all of the victims' needs are met. The VAU participates in a monthly Multi-Disciplinary Team (MDT) meeting to collaborate with agencies as to what the victim and their family members may need in the recovery and prosecution process. Members of MDT include, but are not limit to, Two Rivers Child Advocacy Center, Local Law Enforcement, and Union County Counseling. We also collaborate with the Women's Center to assist with referrals, counseling and shelter placement. The VAU also works with Shawnee Alliance for seniors to provide and ensure services for senior citizens who may be a victim of crime. Community awareness participation involves the VAU and fellow coalition members for Child Abuse Prevention and Substance Abuse Prevention.

- i) Describe how the program will assist victims in applying for VOCA Victims Compensation administered by the Office of the Illinois Attorney General, if victims choose to do so.**

The VOCA Victim Advocate will work with any victim that may benefit from the VOCA Victim Compensation. If a victim has suffered a loss, has medical bills, needs counseling, etc and is potentially eligible for compensation the Victim Advocate will sit down with the victim and assist in the required paperwork. Our office will assist in completing the application paperwork, and will also provide an envelope and stamp to mail the application at no cost to the victim. The VAU also informs victims of the VOCA Victims' Compensation program by posting posters and placing brochures throughout the courthouse and specifically the entrance of the State's Attorney's Office and waiting area. Posters and brochures are also given to supporting agencies throughout the community to display in their facilities.

- j) Describe how the applicant utilizes volunteers, and how the proposed program will utilize volunteers. Describe how many FTE volunteer staff are used by your agency**

as a whole and the number of volunteers the proposed program will utilize. Describe any trainings for program volunteers when direct services will be provided primarily by volunteers.

The Union County State's Attorney's Office does not utilize any volunteers.

2. Describe any training request in the next 18 months of funding and why the training is necessary. **Note:** Agencies are required to conduct *at least one* training for all funded grant staff during the grant period to improve trauma-informed responses to victim needs. If serving an underserved group, agencies are also required to conduct *at least one* training to address underserved group(s) needs.

The Victim Advocate could benefit from trainings that include more information about Domestic Violence and Orders of Protection. During the next 18-month grant period, the advocate plans to attend a yearly training through IpbVAA which covers these issues. The advocate would also like to complete a series of domestic violence webinars through the Illinois Coalition Against Domestic Violence. Travel will also be needed to attend the yearly Downstate Conference and if another VOCA training is offered, travel will be required.

3. Describe the referral process and indicate all collaborative partners, describing their role in program implementation, and provide a letter of support from the new or continuing partner(s).

When the Union County State's Attorney's office receives a police report it is thoroughly read and victims and witnesses of the alleged crime are identified immediate contact is made by one of the victim advocates. Local law enforcement will refer any violent crimes to our office for our review. The Child Advocacy Center and Union County Counseling my also become involved in our cases through scheduling of forensic interviews and referrals to services. All agencies check in for monthly MDT meetings where we provide feedback and progress in cases and victim recovery.

4. Describe all other funding allocated for victim service programming in your agency and how those funds are coordinated with this VOCA-funded program.

The Victim Advocate reports to the State's Attorney. This is a 100% FTE grant funded position providing direct services to victims of violent crime within the jurisdictional boundaries of the Union County State's Attorney's Office. The VOCA Crime Victim Advocate will work closely with the existing VCVA advocate to ensure that all the needs of the victims are being met in a sensitive and through manner. The VCVA services are valuable to the VOCA advocate because the coordinator is helping to alleviate some of the hardships that the victim, family members, and witnesses are experiencing due to their involvement in the court system. The VCVA advocate works part time and the grant is \$21,000.

5. Use the table below to detail the program staffing plan, including VOCA and match-funded positions.

| <b>VOCA and Match-funded Program Staff Positions</b> | <b># of Positions</b> | <b>Total FTE</b> |
|--|-----------------------|------------------|
| <i>Victim Advocate</i>                               | <i>1</i>              | <i>100</i>       |

EXHIBIT B

DELIVERABLES OR MILESTONES

This Implementation Schedule, should be used as a planning tool for the program and reflect a realistic projection of how the program will proceed and the staff responsible for each task.

| <b>Task</b>  | <b>Staff Position Responsible</b>             | <b>Start Date</b>                 | <b>End Date</b>  |
|--|---|-----------------------------------|------------------|
| <i>Provide Victim Advocacy</i>   | <i>Victim Advocate</i>                        | <i>Daily</i>                      | <i>Ongoing</i>   |
| Provide a safety plan  | Victim Advocate                               | <i>Ongoing</i>                    | <i>As needed</i> |
| Distribute brochures and informational resources to community agencies/victims     | Victim Advocate                               | Ongoing                           | As needed        |
| Refer to TFCBT counseling/referrals  | Victim Advocate                               | Ongoing                           | As needed        |
| Provide information on court proceedings   | Victim Advocate                               | Weekly                            | Ongoing          |
| Submit monthly/quarterly Fiscal Report to the Authority                            | VOCA Victim Advocate And County Administrator | 15 <sup>th</sup> of Every Quarter | Quarterly        |
| Submit quarterly Progress Report to the Authority and Enter metrics in PMT system. | VOCA Victim Advocate and County Administrator | 15th of Every Quarter             | Quarterly        |
| Complete all Fiscal and Programmatic Closeout Materials                            | VOCA Victim Advocate and County Administrator | 15th of Every Quarter             | Quarterly        |

EXHIBIT C

PAYMENT

Grantee shall receive a maximum of \$73,936 under this Agreement.

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

The maximum amount of federal funds payable under this agreement is dependent on the performance of Grantee in accordance with the terms and conditions of this agreement.

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

EXHIBIT D  
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Lauren Simmons

Title: Criminal Justice Specialist

Address: 300 W Adams Suite 200 Chicago Il 60606

Phone: 312-793-0889

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

E-mail Address: lauren.simmons@illinois.gov

GRANTEE CONTACT

Name: Paige Shearer

Title: Victim Advocate

Address: 309 W Market St Rm 239 Jonesboro, Il

Phone: 618 833-7219 Ext. 409

Fax #: 618 833-3349

E-mail Address: pshearer@unioncountyil.gov

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

EXHIBIT E  
PERFORMANCE MEASURES

| <b>Goal: To provide advocacy services to victims of crime.</b>                    |   |   |  |  |
|---|---|---|--|--|
| <u>Process Objectives/Standards</u>   | <u>Process Performance Measures</u>   | 1 <sup>st</sup><br>18 Month<br>- Actual   | 1 <sup>st</sup><br>18 Month -<br>Objective<br>met? | 2 <sup>nd</sup><br>18 Month -<br>Projected |
| <b>SCREENING</b>  |   |   |  |  |
|   | # of victims screened for eligibility by your agency.   | 301   | No (360)   | 350  |
| <i># 350 victims screened for eligibility by your agency.</i>                     | # of victims not eligible for services by your agency and referred to a victim service provider.<br>Please list the agencies to which you referred. | 63<br>Land of Lincoln, Union County Circuit Clerk, DCFS, Local Law Enforcement Agencies, Mental Health Agencies, Two Rivers CAC, Shawnee Alliance | Yes (50)   | 50   |
| <i># 350 clients will be provided services by your agency.</i>                    | # of clients provided services by your agency.  | 301   | No (342)   | 350  |
| <b>INFORMATION &amp; REFERRAL</b>   |   |   |  |  |
| <u>Process Objectives/Standards</u>   | <u>Process Performance Measures</u>   | 1 <sup>st</sup><br>18 Month<br>- Actual   | 1 <sup>st</sup><br>18 Month -<br>Objective<br>met? | 2 <sup>nd</sup><br>18 Month -<br>Projected |
| <i># 350 clients will receive information about the criminal justice process.</i> | # of clients provided information about the criminal justice process.   | 301   | NO 342   | 350  |

|   |  |   |   |  |
|---|--|---|---|--|
|   | # of times staff provided information about the criminal justice process.  | 688   | YES 150   | 650  |
| # 350 clients will receive information about victim rights, how to obtain notifications, etc.   | # of clients provided information about victim rights, how to obtain notifications, etc.                                   | 301   | YES 150   | 350  |
|   | # of times staff provided information about victim rights, how to obtain notifications, etc.                               | 301   | YES 150   | 350  |
| # 50 clients will receive referrals to other victim service providers.  | # of clients provided with referrals to other victim service providers.<br>Please list the agencies to which you referred. | 62<br>Land of Lincoln, Union County Circuit Clerk, DCFS, Local Law Enforcement Agencies, Mental Health Agencies, Two Rivers CAC, Shawnee Alliance | NO 300  | 50   |
|   | # of times staff provided referrals to other victim service providers.   | 98  | NO 300  | 100  |
| # 75 clients will receive referrals to other services, supports, and resources (includes legal, medical, faith-based organizations, etc.) | # 75 clients provided with referrals to other services, supports, and resources.   | 62  | NO 300  | 75   |
|   | # of times staff provided referrals to other services, supports, and resources.  | 62  | NO 300  | 75   |
| <b>PERSONAL ADVOCACY/ACCOMPANIMENT</b>  |  |   |   |  |
| <b><u>Process Objectives/Standards</u></b>  | <b><u>Process Performance Measures</u></b>   | <b>1<sup>st</sup><br/>18 Month<br/>- Actual</b>   | <b>1<sup>st</sup><br/>18 Month -<br/>Objective<br/>met?</b> | <b>2<sup>nd</sup><br/>18 Month -<br/>Projected</b> |
| #55 clients will receive individual advocacy (e.g., assistance applying for public benefits).   | # of clients provided individual advocacy (e.g., assistance applying for public benefits).                                 | 51  | Yes (50)  | 55   |
|   | # of times staff provided individual advocacy (e.g., assistance applying for public benefits).                             | 51  | Yes (50)  | 55   |

|  |   |   |   |  |
|--|---|---|---|--|
| #50 clients will receive assistance filing for victim compensation.  | # of clients provided assistance filing for victim compensation.  | 11  | No 150  | 50   |
|  | # of times staff provided assistance filing for victim compensation.  | 11  | NO 150  | 50   |
| #25 clients will receive assistance intervening with an employer, creditor, landlord, or academic institution.   | # of clients provided with assistance intervening with an employer, creditor, landlord, or academic institution.  | 3   | NO 50   | 25   |
|  | # of times staff provided assistance intervening with an employer, creditor, landlord, or academic institution.   | 3   | NO 50   | 25   |
| #40 clients will receive transportation assistance.  | # of clients provided with transportation assistance.   | 8   | NO 75   | 40   |
|  | # of times staff provided transportation assistance   | 0   | NO 75   | 40   |
| #10 clients will receive interpreter services.   | # of clients provided with interpreter services.  | 14  | YES 3   | 10   |
|  | # of times staff provided interpreter services.   | 0   | 0   | 0  |
| <b>EMOTIONAL SUPPORT OR SAFETY SERVICES</b>  |   |   |   |  |
| <b><u>Process Objectives/Standards</u></b>   | <b><u>Process Performance Measures</u></b>  | <b>1<sup>st</sup><br/>18 Month<br/>- Actual</b> | <b>1<sup>st</sup><br/>18 Month -<br/>Objective<br/>met?</b> | <b>2<sup>nd</sup><br/>18 Month –<br/>Projected</b> |
| # 100 clients will receive crisis intervention.  | # of clients provided with crisis intervention.   | 96  | NO 100  | 100  |
|  | # of crisis intervention sessions provided by staff.  | 96  | NO 100  | 100  |
| <b>SHELTER/HOUSING SERVICES</b>  |   |   |   |  |
| <b><u>Process Objectives/Standards</u></b>   | <b><u>Process Performance Measures</u></b>  | <b>1<sup>st</sup><br/>18 Month<br/>- Actual</b> | <b>1<sup>st</sup><br/>18 Month -<br/>Objective<br/>met?</b> | <b>2<sup>nd</sup><br/>18 Month –<br/>Projected</b> |
| # 100 clients will receive housing advocacy, or help with implementing a plan for obtaining housing (e.g., accompanying client to apply for Section 8 housing) | # of clients provided with receive housing advocacy, or help with implementing a plan for obtaining housing (e.g., accompanying client to apply for Section 8 housing)                | 87  | NO 200  | 100  |
|  | # of times staff provided assistance with receive housing advocacy, or help with implementing a plan for obtaining housing (e.g., accompanying client to apply for Section 8 housing) | 87  | NO 200  | 100  |

| <b>CRIMINAL/CIVIL JUSTICE SYSTEM ASSISTANCE</b>  |  |   |   |  |
|--|--|---|---|--|
| <b><u>Process Objectives/Standards</u></b>   | <b><u>Process Performance Measures</u></b>                         | <b>1<sup>st</sup><br/>18 Month<br/>- Actual</b> | <b>1<sup>st</sup><br/>18 Month -<br/>Objective<br/>met?</b> | <b>2<sup>nd</sup><br/>18 Month -<br/>Projected</b> |
| # 350 clients will receive notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.) | # of clients provided notification of criminal justice events.     | 301   | NO 342  | 350  |
|  | # of times staff provided notification of criminal justice events. | 688   | NA  | 650  |
| # 45 clients will receive victim impact statement assistance.  | # of clients provided victim impact statement assistance.          | 20  | NO 100  | 45   |
| # 200 clients will receive assistance with restitution.  | # of clients provided assistance with restitution.                 | 118   | NO 250  | 200  |
| # 350 clients will receive criminal advocacy/accompaniment.  | # of clients provided criminal advocacy/accompaniment              | 301   | NO 342  | 350  |
|  | # of times staff provided criminal advocacy/accompaniment.         | 301   | NO 342  | 350  |
| <b>REQUIRED TRAININGS</b>  |  |   |   |  |
| <b><u>Process Objectives/Standards</u></b>   | <b><u>Process Performance Measures</u></b>                         | <b>1<sup>st</sup><br/>18 Month<br/>- Actual</b> | <b>1<sup>st</sup><br/>18 Month -<br/>Objective<br/>met?</b> | <b>2<sup>nd</sup><br/>18 Month -<br/>Projected</b> |
| #1 staff will receive training on trauma   | # of staff trained   | 1   | YES 1   | 1  |
|  | # of trainings on trauma held                                      | 0   | 0   | 0  |

**First Grant Period:****Review of Past Program Performance**

- 1) **Describe the program's achievements and successes to-date, including objectives in the Performance Measures/Standards chart that were met or exceeded. Which internal and external agency factors facilitated the client's service reception?**

The mission of the Union County State's Attorney's Office is to serve victims of crime by obtaining offender accountability for criminal misconduct, serving the community's need for public safety and conveying the intolerance for crime, treating victims of crime with respect to assist them through the justice process. Every single victim of a crime is notified by the Victim Advocate Unit, one we receive a police report. Victim Advocates work one on one with the victims to best assist them through the criminal justice process by providing them with information about the court process, ensuring victims' rights are enforced, while continuing notification and updates on their case. Victim contact of updates and notifications has exceeded the goal objective by 338 additional notifications. The victim advocate works to help alleviate some of the hardships that the victims experience due to their involvement in the court system.

- 2) **Discuss each unmet program objective. Include a description of barriers to service provision impacting the program's ability to meet objectives, what steps were taken to overcome these barriers, and what additional resources may be needed.**

Many goal objectives were not met, due to the resignation of the VOCA Victim Advocate during the second quarter of this grant period. The position was left vacant until the current advocate was hired. This newly hired advocate did not take on a heavy case load until properly trained in the position, resulting in a lack of recorded victim numbers. The VCVA advocate worked through new cases while there was a vacancy and while the new VOCA Advocate was being trained.

- 3) **Describe the staff trainings completed and the staff members that received these trainings during Year One of the program. Note: Agencies are required to conduct *at least one* training for all funded grant staff during the grant period to improve trauma-informed responses to victim needs.**

The victim advocate in the VOCA grant position is currently completing Trauma-Informed System of Care Learning Collaborative training. This training includes six full day trainings, over the course of a six-month period. The victim advocate will be a certified broker for Trauma-Informed System of Care upon completion. The victim advocate will also attend additional trainings such as; CAC Downstate Conference, Annual IPbVAA conference, VOCA Conference, etc.

- 4) **Indicate if any victims were ineligible for services, detailing the basis of their ineligibility, such as residing outside the agency service area, and how referrals to other providers were offered to these victims. What information, services or other resources did ineligible clients receive from the provider that they were referred?**

If a crime is not committed in Union County, the victim will be referred to the county in which the crime took place. Also, if there is an individual in need of an Order of Protection, they must file along with criminal action. Our office does not assist with Orders of Protection for civil family cases, such as divorces. We will refer them to their family attorney, or refer them to the circuit clerk's office where they can file on their own behalf.

- 5) **Did the program have a waiting list for services? If so, explain why the waiting list was necessary and discuss the average wait for services, including if there were longer average waits for certain services.**

The VOCA program at the Union County State's Attorney's office has no waiting list for services. When the Union County State's Attorney's office receives a police report it is thoroughly read and victims and witnesses of the alleged crime are identified. When a victim of a crime or violence crime has been identified immediate contact is made by one of the victim advocates. The agency assesses needs and makes referrals to other organizations that might be able to provide services to our victims as well (food, shelter, transportation, counseling, medical, forensic interviews). Court prosecution and case management services are available to all victims either in person, by phone, through email, or letter. Victims of violent crimes receive more services and meetings are set up here at our office to meet with the victim advocate and our prosecutor.

- 6) **Detail the number and percentage of clients impacted by domestic and/or sexual violence referred to the specialized victim service agencies indicated in the letter of agreement. Describe any internal and external agency factors that inhibited making referrals to these agencies.**

138 of the 301 victims are impacted by domestic and/or sexual violence. 45.847% of victims are referred to our office due to a domestic report or the report of sexual violence. This does not include victims of adult physical abuse (non-domestic) or victims of stalking and harassment. If our office were to also calculate victims of adult assault and stalking/harassment, VOCA would be serving 183 victims of violence at a percentage of 60.79%.

EXHIBIT F  
PERFORMANCE STANDARDS

See Exhibit E

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

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

3. Specific conditions from the Internal Controls Questionnaire (ICQ).

| SPECIFIC CONDITIONS      |  |
|--------------------------|--|
| <b>ICQ Section:</b>      | 02-Quality of Management System (2 CFR 200.302)  |
| <b>Conditions:</b>       | Requires more detailed reporting;  |
| <b>Risk Explanation:</b> | Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.  |
| <b>How to Fix:</b>       | Implementation of new or enhanced system, mitigating controls or a combination of both.  |
| <b>Timeframe:</b>        | One year.  |
| <b>ICQ Section:</b>      | 03-Financial and Regulatory Reporting (2 CFR 200.327)  |
| <b>Conditions:</b>       | Requires more detailed reporting;  |
| <b>Risk Explanation:</b> | Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.  |
| <b>How to Fix:</b>       | Implementation of new or enhanced system, mitigating controls or a combination of both.  |
| <b>Timeframe:</b>        | One year.  |
| <b>ICQ Section:</b>      | 06-Audit (2 CFR 200.500)   |
| <b>Conditions:</b>       | Requires desk review of the status of implementation of corrective actions;  |
| <b>Risk Explanation:</b> | Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program. |
| <b>How to Fix:</b>       | Completion of corrective action plan implementation.   |
| <b>Timeframe:</b>        | When corrective action is complete.  |
| <b>ICQ Section:</b>      | 08-Property Standards (2 CFR 200.310 - 316)  |
| <b>Conditions:</b>       | Requires additional prior approvals;   |
| <b>Risk Explanation:</b> | Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.  |

|                          |   |
|--------------------------|---|
| <b>How to Fix:</b>       | Implementation of corrective action including new or enhanced controls over equipment and property.   |
| <b>Timeframe:</b>        | One year from the implementation of corrective action.  |
| <b>ICQ Section:</b>      | 09-Procurement Standards (2 CFR 200.317 - 326)  |
| <b>Conditions:</b>       | Requires additional prior approvals;  |
| <b>Risk Explanation:</b> | Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.   |
| <b>How to Fix:</b>       | Implementation of corrective action including new or enhanced controls over procurements of activities.   |
| <b>Timeframe:</b>        | One year from the implementation of corrective action.  |
| <b>ICQ Section:</b>      | 10-Subrecipient Monitoring and Management (2 CFR 200.330 - 332)   |
| <b>Conditions:</b>       | Requires technical support in the form of required training; Requires additional prior approvals;   |
| <b>Risk Explanation:</b> | Medium to high risk increases the likelihood that subrecipients are not compliant with grant requirements and could result in fraud, waste and abuse occurring without being detected on a timely basis.  |
| <b>How to Fix:</b>       | Implementation of corrective action to enhance the subrecipient monitoring and management.  |
| <b>Timeframe:</b>        | One year from the implementation of corrective action.  |
| <b>ICQ Section:</b>      | 11-Fraud, Waste and Abuse   |
| <b>Conditions:</b>       | Requires technical assistance including required training;  |
| <b>Risk Explanation:</b> | Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employees duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse. |
| <b>How to Fix:</b>       | Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.   |
| <b>Timeframe:</b>        | One year after implementation of corrective action.   |

4. Grantee agrees to all comply with all of the terms and conditions required by the Illinois Department of Transportation (Name of Cognizant Agency) as a result of Grantee's Internal Controls Questionnaire.

## PART TWO – THE GRANTOR-SPECIFIC TERMS

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

1. Definitions

“Authority” means the Illinois Criminal Justice Information Authority.

“Program Agency” means the agency that is implementing the grant-funded program.

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

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

4. Commencement of Performance.

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

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

4.3. If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

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

5. Program Income.

5.1. "Program income" means gross income received by Grantee directly generated by a supported activity, or earned only as a result of the award during the period of performance, except as provided in 2 CFR 200.307, paragraph (f) (also see the definition of period of performance). Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired with grant funds, the sale of commodities or items fabricated under an

award, license fees and royalties on patents and copyrights, and principal and interest on loans made with grant funds. Interest earned on advances of grant funds is not program income. Except as otherwise provided in State or federal statutes, regulations, or the terms and conditions of the award, program income does not include rebates, credits, discounts and interest earned on any of them.

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

6. Reporting and Evaluation Requirements.

6.1. Unless another reporting schedule has been required or approved by Grantor, Grantee agrees to submit the following minimum data to Grantor on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- (a) Victim Statistics: Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, national origin and disability, where such information is voluntarily furnished by those receiving services; and
- (b) Staff Information: Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

6.2. Grantee agrees to submit the following information as required by Grantor:

- (a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- (b) A short description of how the program has coordinated its activities with other service providers in the community;
- (c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;
- (d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- (e) Staff information, including the number of hours of training received by volunteers and paid staff;
- (f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and
- (g) Number of referrals to/from other agencies.

6.3. The financial reports should be submitted based on the following schedule:

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

6.4. Unless another reporting schedule has been required or approved by Grantor, Grantee is also required to submit quarterly fiscal reports and to file year-end program financial status reports. The Executive Director of the Authority will determine the content and form of these reports. Grantee agrees to report any additional information required by the Executive Director of the Authority.

7. Audit and Inspection.

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

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

7.3. Grantor, Illinois Auditor General, Illinois Attorney General, Office for Victims of Crime, and the Office of the Chief Financial Officer, and their representatives shall have access to and right to monitor, audit and examine all relevant books, documents, papers, and records of Grantee, and to all relevant books, documents, papers, and records of all subcontractors related to this Agreement.

7.4. Grantee understands and agrees that Grantor or OJP may withhold award funds, or may impose other related requirements, if Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

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

9. Procurement Requirements and Requests for Proposals.

9.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Grantee must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. Grantee shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

9.2. Grantee shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of Grantee's procurement process.

- For procurements of \$100,000 or less, Grantee must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, Grantee must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

9.3. All RFP or IFB that involve the use of federal or matching funds, must be submitted by Grantee to Grantor for review and approval prior to their issuance. In addition, Grantee shall notify and submit for approval to Grantor any other relevant procurement documents including but not limited to Request For Information (RFI).

9.4. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval, to assure adherence to applicable federal guidelines.

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

9.6. No employee, officer or agent of grantee shall participate in the selection, or in the award or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

10. Sub-contracting.

10.1. The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Grantor approval. Any work or professional services sub-contracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of sub-contractors is approved by Grantor, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as Grantee is bound and obligated. Grantee shall make reasonable efforts to assure that all sub-contractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any sub-contractor.

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

10.3. As required by Grantor, Grantee shall submit documentation regarding contracts to be funded with federal or matching funds for Grantor review and approval, to assure adherence to applicable federal guidelines.

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

10.5. Grantee agrees to comply with Grantor's written policy and guide on sub-contracts.

11. Management and Disposition of Equipment and Commodities.

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

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

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

- (a) Reduce the amount of funding;
- (b) Cancel this agreement;
- (c) Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
- (d) Extend the period to purchase this equipment past the 90-day period.

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

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

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

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

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

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

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

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

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

- A. The residual inventory of unused supplies exceeds \$5,000 in total aggregate fair market value upon termination or completion of the funding support.
- B. The supplies are no longer needed for any other federally sponsored program, if paid with federal grant funds, or Grantor sponsored program, if paid with state funds.

12. Conflicts of Interest in Hiring and Procurements. No employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

13. Grantee Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government, and Grantor in the performance of this agreement including 2 C.F.R. Part 200 as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 and the most current version of the DOJ Grants Financial Guide.

14. Disclosure of Solicitation for Employment. Grantee shall notify Grantor's Ethics Officer if Grantee solicits or intends to solicit for employment any of the Grantor's employees during any part of the award funding process or during the term of any interagency agreement awarded.

15. Copyrights and Patents.

15.1. If this agreement results in a copyright, Grantor and the Office of Justice Programs reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

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

16. Publications.

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

16.2. For publications over 20 pages, Grantor will submit comments to Grantee no later than 30 days after receipt of the draft. If more than one such publication is submitted, Grantor reserves the right to extend the 30-day review period.

16.3. For publications of 20 pages or less, Grantor will submit comments to Grantee no later than 10 working days after receipt of the draft. If more than one such publication is submitted, Grantor reserves the right to extend the 10-day review period.

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

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

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

16.7. Any such publication shall contain the following statement:

"This project was supported by Grant #2018-V2-GX-0070, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

16.8. Publications subject to these requirements include any planned, written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, and conference and presentation materials, that are substantively based on the project and prepared by Grantee. These requirements are inapplicable to press releases, newsletters and issue analyses.

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

18. Renegotiation, Modification, or Amendment. No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by

the parties. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

19. Failure to File in a Timely Fashion. Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds, in addition to any other remedy stated in this agreement. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that Grantee has with Grantor shall be frozen. Funds will be released following the completion of all the reporting requirements.

20. Reporting Grant Irregularities.

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

20.2. Grantee shall inform any sub-grantee of Grantor's grant funds that the sub-grantee is similarly obligated to report irregularities and Grantee shall provide a copy of Grantor's policy to any sub-recipient. A copy of Grantor's policy is available on the web at <http://www.icjia.state.il.us/public/>.

20.3. Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.

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

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

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

21. Financial Status.

21.1. Grantee certifies that it is not presently subject to a grant funds recovery action under the Illinois

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

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

22. Crimes of Dishonesty.

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

22.2 Grantee shall notify Grantor if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. Grantor may terminate this agreement, at the Grantor's sole discretion, if Grantee's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

23. Time Keeping.

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

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

- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
1. include an-after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
  2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
  3. be supplemented with daily attendance timesheets.
- 23.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.
- 23.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.
- 23.4. Along with each quarterly report, Grantee shall submit a Quarterly Time Keeping Certification to Grantor. The Quarterly Time Keeping Certification shall include a certification listing all employees who must complete PARs as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.
- 23.5. All time keeping documentation and certifications shall be made available for inspection during site visits and upon request by Grantor.
24. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements:
- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
  - (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
  - (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
  - (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
  - (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
  - (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
  - (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. See 2 CFR 200.302.
  - (h) Utilizes generally accepted standards of accounting.
25. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII). Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of this grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

26. Safeguarding Constitutional Protections Related to Religion

26.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

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

26.3 Grantee agrees to comply with 28 CFR Part 38, including, absent exigent circumstance, prior to enrolling or providing services to a beneficiary, faith-based organizations shall provide a written notice to the beneficiary which contains at a minimum the following information: (i) The organization may not discriminate against beneficiaries or prospective beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; (ii) The organization may not require beneficiaries or prospective beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary; (iii) The organization must separate in time or location any privately funded explicitly religious activities from activities supported by direct Federal financial assistance; (iv) If a beneficiary or prospective beneficiary objects to the religious character of the organization, the organization will undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no objection; and (v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the Office for Civil Rights or the intermediary that awarded funds to the organization.

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

27. Project Monitoring and Evaluation.

27.1 Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.

27.2 Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties. Grantee agrees to cooperate with Grantor's evaluation during and after the grant period of performance. Grantee understands that failure to cooperate could affect the terms of this Agreement and any future grant funding opportunity.

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

**THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY**

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

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

1. Match.

1.1. Grantee certifies that it (a) meets the requirements of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in the attached exhibits. Therefore, one dollar in cash or in-kind match is required for each four dollars of federal funding received.

1.2. Failure of Grantee to apply non-federal financial support to the program described in the attached exhibits in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, Grantee shall apply non-federal financial support to the program, as described in the Budget.

1.3 Grantee shall maintain records that clearly show the source and amount of the program match amount, and the period of time for which such contributions were allocated. The basis for determining the value of personal services, materials, equipment, and space and facilities shall be documented. Volunteer services shall be substantiated by the same methods used by the Grantee for its paid employees. The value of volunteer services must be consistent with the rate of compensation (which may include fringe benefits) paid for similar work in the program, but if the similar work is not performed in the program, the rate of compensation shall be consistent with the rate found in the labor market in which the program competes.

2. Funding Eligibility Requirements.

2.1. Grantee certifies that it, and its sub-contractors, shall use VOCA and match funds for only allowable direct services, supporting activities and administrative costs, as described in the Victims of Crime Act Victim Assistance Program Final Rule, codified at 28 CFR Part 94, Subpart B.

2.2. Grantee certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with the Budget.

2.3. In administering the program described in the attached exhibits Grantee agrees that it:

- (a) Is a nonprofit organization or public agency that provides services to victims of crime;
- (b) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; if it has not yet demonstrated a record of providing services, it can also demonstrate that at least 25 percent of its financial support comes from sources other than the Crime Victims Fund;
- (c) Utilizes volunteers;
- (d) Promotes coordinated public and private efforts within the community served to aid crime victims;

- (e) Assists victims in seeking available crime victim compensation benefits;
- (f) Does not discriminate against victims because they disagree with the way the State is prosecuting the criminal case;
- (g) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
- (h) Provides services to crime victims, at no charge, through the program described in the attached exhibits; and
- (i) Protects the confidentiality and privacy of victims as required by State and federal law.

2.4. Grantee certifies that it, and its sub-contractors, shall adhere to the following conditions when using VOCA or match funds to pay for public awareness and education presentations given by VOCA- or match-funded personnel.

- (a) The presentations shall serve as a means of reaching the VOCA-funded project's target population through outreach in a public forum, such as community centers or schools.
- (b) VOCA- or match-funded staff time shall not exceed an average of 40 hours per month to provide such presentations.
- (c) The primary purpose of the presentation must be to inform victims about their rights, the VOCA-funded project, and available services.

2.5. Grantee certifies that it, and its subcontractors, will comply with all applicable provisions of the Victims of Crime Act (VOCA) of 1984, codified at 34 USC 20103, the VOCA Victim Assistance Program Final Rule, codified at 28 CFR Part 94, Subpart B, guidance issued by the Office for Victims of Crime, the Department of Justice Grants Financial Guide, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

3. Program Description, Budget, Exhibits, and Amendments.

3.1. Grantee agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as the attached exhibits and the Budget attached and incorporated.

3.2. The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. Grantee shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

4. Financial Capability. Grantor may, in its discretion, require Grantee to provide documentation on its financial capability. This may include, but is not limited to, copies of Grantee's annual report, credit reports, delinquency status of Federal debt, and assurances on the adequacy of Grantee's accounting system and

operations. Grantee must comply with federal and state financial management standards.

5. National Environmental Policy Act and Related Legislation.

5.1. Grantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 USC section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. Grantee agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if Grantee plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 CFR Part 61, App. D.) Grantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

5.2. Grantee acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by Grantee, or any sub-grantee, sub-contractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

5.3. None of the following activities will be conducted, directly or indirectly, by Grantee, or any its sub-grantees, contractors or sub-contractors:

- (a) New construction;
- (b) Any renovation or remodeling of a property either (1) listed or eligible for listing on the National Register of Historic Places or (2) located within a 100-year flood plain;
- (c) A renovation which will change the basic prior use of a facility or significantly change its size.
- (d) Research and technology whose anticipated and future application could be expected to have an effect on the environment; and
- (e) Implementation of a program involving the use of chemicals.

6. National Historic Preservation Act Compliance.

6.1. If Grantee is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, Grantee certifies it shall assist Grantor and the Office of Victims of Crime (OVC) in complying with the National Historic Preservation Act (NHPA).

6.2. Grantee must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, Grantee shall contact Grantor. Grantee shall provide Grantor with any information needed to comply with NHPA. This may include assisting Grantor and OVC in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. Grantee cannot begin the proposed renovation of a structure 50 years or older until Grantee receives written approval from Grantor.

6.3. Grantee acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by Grantee or any third party to accommodate the use of the federal grant or matching funds, Grantee must assist Grantor and OVC in complying with the NHPA.

6.4. If the records established and maintained by Grantee clearly document that the structure is less than 50 years old Grantee must submit these documents to Grantor to receive approval for the proposed renovation being exempt from the NHPA.

7. Equal Employment Opportunity Plan (EEO Plan).

7.1. Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted, if Grantee has 50 or more employees and has received a grant of \$25,000 or more, and has a service population with a minority representation of 3 percent or more, Grantee shall formulate, implement and maintain an equal employment opportunity plan that is approved by the Office for Civil Rights relating to employment practices affecting minority persons and women.

7.2. If Grantee has less than fifty employees, receives an award of less than \$25,000, is a nonprofit organization, is a medical institution, is an educational institution, or is an Indian tribe, then it is exempt from the EEO Plan requirement. To claim the exemption, your organization must complete the DOJ OJP online EEO Reporting tool at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

7.3. If Grantee is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to submit a Utilization Report through the DOJ OJP online EEO Reporting tool. The Utilization Report does not have to be approved by the DOJ under this subsection. Grantee agrees to provide proof that a Utilization Report was filed within two years of the execution of this Agreement.

7.4. If Grantee is a government agency or private business, has received an award for \$500,000 or more, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it must to submit a Utilization Report for review and approval prior to the execution of this Agreement. The Utilization Report must be completed through the DOJ OJP online EEO Reporting Tool. If Grantee is required to submit a Utilization Report under this subsection, it must provide Grantor proof that the Utilization Report was approved by the OCR.

7.5. Grantee must provide proof that an EEO Certification was completed through the DOJ OJP online EEO Reporting Tool within one year of the execution of this Agreement.

7.6. Grantee must provide proof that a Utilization Report was submitted under pursuant to subsection 7.3 or approved pursuant to subsection 7.4, as applicable, within two years of the execution of this Agreement.

7.7. Grantee acknowledges that failure to submit an acceptable EEO Certification or Utilization Report, if required by this section, is a violation of this Agreement and may result in suspension or termination of funding, until such time Grantee is in compliance.

8. Nondiscrimination.

8.1. Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, pregnancy, physical or mental disability, military status, sexual orientation, gender identity, or unfavorable discharge from

military service. Grantee understands that federal and state statutes and regulations applicable to awards made by Grantor include civil rights and nondiscrimination requirements and Grantee certifies that it will abide by those requirements. Specifically, those requirements as found in:

- a. The applicable statutes pertaining to civil rights contained in section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132);
- b. The applicable statutes pertaining to nondiscrimination contained in section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations (Executive Order 13,559 and 28 C.F.R. pt. 38), DOJ Implementing Regulations as found in 28 C.F.R. pt. 42, 28 C.F.R. pt 35, 28 C.F.R. pt 31, and 28 C.F.R. pt 94;
- d. The Illinois Human Rights Act (775 ILCS 5), The Public Works Employment Discrimination Act (775 ILCS 10), The Illinois Environmental Barriers Act (410 ILCS 25); and
- e. Any other applicable Federal, State, or local civil rights or nondiscrimination laws.

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

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

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

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

Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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

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

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

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

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

8.11. Grantee will comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

9. Confidentiality of Information.

9.1 Grantee shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of persons receiving services under this program and shall not disclose, reveal, or release, except pursuant to paragraphs (b) and (c) of 28 CFR 94.115— (1) Any personally identifying information or individual information collected in connection with VOCA funded services requested, utilized, or denied, regardless of whether such information has been encoded, encrypted, hashed, or otherwise protected; or (2) Individual client information, without the informed, written, reasonably time-limited consent of the person about whom information is sought, except that consent for release may not be given by the abuser of a minor, incapacitated person, or the abuser of the other parent of the minor. If a minor or a person with a legally appointed guardian is permitted by law to receive services without a parent's (or the guardian's) consent, the minor or person with a guardian may consent to release of information without additional consent from the parent or guardian.

9.2 If release of individual client information is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of the information, and take reasonable steps necessary to protect the privacy and safety of the persons affected by the release of the information.

9.3 In no circumstances may — (1) A crime victim be required to provide a consent to release personally identifying information as a condition of eligibility for VOCA-funded services; or (2) Any personally identifying information be shared in order to comply with reporting, evaluation, or data-collection requirements of any program.

9.4 Grantee shall not use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation.

9.5 Nothing in this section prohibits compliance with legally mandated reporting of abuse or neglect.

10. Debarment Certification. As required by Grantor, Grantee shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11. Lobbying Certification.

11.1. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

11.2. Grant funds may not be used by Grantee, or any contractor, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, sub-grant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352.

11.3. Grantee agrees to provide a Certification Regarding Lobbying to Grantor and, if applicable, a Disclosure of Lobbying Activities form. If a sub-contractor will receive more than \$100,000 in federal funds pursuant to this agreement, Grantee will provide to Grantor a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the sub-contractor. Grantee must provide these certifications and disclosures as required by Grantor.

12. Eligibility for Employment in the United States. Grantee shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by Grantee to verify that persons employed by Grantee are eligible to work in the United States.

13. Public Statements. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

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

14.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-contractor, sub-grantee, or other person has, in connection with funds under this Agreement – (1) submitted a false claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct.

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

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

- 14.3. Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General  
U.S. Department of Justice  
Investigation Division  
950 Pennsylvania Ave, N.W. Room 4706  
Washington, D.C. 20530  
E-mail: oig.hotline@usdoj.gov Phone: 1-800-869-4499 Fax: (202) 616-9881  
Website: <http://www.usdoj.gov/oig/>

15. Use of Funds. Grantee certifies that it, and its subcontractors, shall use federal and match funds, if applicable, for only allowable services, activities and costs, as described in the attached exhibits. Grantee certifies that only those costs listed in the Budget shall be paid pursuant to this agreement.
16. Association of Community Organizations for Reform Now (ACORN). Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior approval of Grantor.
17. Text Messaging While Driving. Grantee is encouraged to adopt and enforce policies banning employees of Grantee or Program Agency and contractors or sub-contractors from text messaging while driving any vehicle during the course of performing work funded by this Agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
18. Victim Compensation Awareness. Grantee shall certify that victims are notified of the VOCA Victims Compensation program administered through the Office of the Illinois Attorney General. Notification is defined as simply advertising the Victim Compensation program through posters or brochures publicly displayed in the agency's office or by verbally making the victim aware of the program. This notification requirement does not apply to crisis services. Grantee shall detail their method of notification in the attached exhibits.
19. Duplicative Funding. If Grantee currently has other active awards of federal funds, or if Grantee receives any other award of federal funds during the period of performance for this award, Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, Grantee must promptly notify Grantor in writing of the potential duplication, and, if so requested by the Grantor, must seek a budget-modification to eliminate any inappropriate duplication of funding.
20. High-Risk Grantees. Grantee agrees to comply with any additional requirements that may be imposed by Grantor or OJP during the period of performance for this award, if Grantee is designated as "high-risk".

21. Conferences and Training Materials.

21.1. Grantee agrees that any training or training materials developed or delivered with OJP award funds must adhere the OJP Training Guiding Principles for Grantees and Sub-grantees available at <https://oip.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

21.2. Grantee agrees to comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval, and reporting requirements) governing the use of federal funds for expense related to conferences, including the provision of food and beverages at such events, and the cost of attendance. Conferences are defined as meetings, retreats, seminars, symposiums, training, and other events.

22. Religious and Moral Belief of Students. Grantee understands and agrees that grant funds may not be used to discriminate or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

23. Computer Network. Grantee understands and agrees that no award funds shall be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchange of pornography. Nothing in this section limits the use of funds for any Federal, State, tribal, or local law enforcement agency of any other entity carrying out criminal investigations, prosecution, or adjudication activities.

24. Providing Services To Limited English Proficiency Individuals. Grantee will, in accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 USC 2000d, take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency.

25. Demographic Data. Grantee agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance through this agreement, where such information is voluntarily furnished by the victim.

26. Non-Supplantation. Grantee certifies that grant funds (Federal and match) will not be used to supplant (replace) State, local, or other funds. Grant funds must increase the amount that would otherwise be available to Grantee for the types of activities eligible for funding under this Agreement.

27. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters.

27.1. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

27.2. The foregoing is not intended, and shall not be understood by Grantor, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

27.3. In accepting this award, Grantee –

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

27.4. If Grantee makes sub-awards, contracts, sub-contracts, or procurements under this award –

a. it represents that –

1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a sub-award, sub-grant, contract, procurement, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any sub-grantee, contractor, or sub-contractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. Indirect Costs. If Grantee is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 CFR 200.414(f), and elects to use the "de minimis" indirect cost rate, Grantee must advise Grantor in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirement.

29. Non-Profit Organization. Grantee agrees, if it is a non-profit organization, to make their financial statements available online (either on Grantor's, its own, or another publicly available website). OVC will consider sub-recipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

30. Trafficking in Persons. Grantee agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Grantee, sub-grantees, contractors, and sub-contractors, or individuals defined (for purposes of this condition) as "employees" of Grantee, sub-grantees, contractors, and sub-contractors. The details of Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

31. Compliance with General Appropriations-Law Restrictions. Grantee agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

32. Compliance with 41 U.S.C. 4712. Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

33. Integrity and Performance Matters.

33.1. Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management, to the designated federal integrity and performance system (currently, "FAPIS").

33.2. The details of Grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

34. Background Checks/Youth Program.

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

34.2. Staff or volunteers with a record of the following offenses will automatically be excluded from having direct contact with youth: 1) any sex offense or 2) an offense in which the victim is, by statute, a youth, including but not limited to, child abuse and child endangerment. Staff or volunteers with a Class X felony for which the person has completed parole/supervised release within the past 5 years will

automatically be excluded from having direct contact with youth, unless the program model or service provision relies on staff access or credibility with at-risk populations.

34.3. No waivers to this policy shall be granted.

35. VOCA Requirements. Grantee assures that Grantee, and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, Grantee certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State, local, or other funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), if Grantee is a governmental entity; and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by Grantor.

36. Remedies for Non-Compliance or for Materially False Statements.

36.1. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of Grantee that relate to conduct during the period of performance also is a material requirement of this award.

36.2. Failure to comply with any one or more of these award requirements -- whether a condition set out in full in the Agreement, a condition incorporated by reference, or a certification or assurance related to conduct during the award period -- may result in Grantor or the Office of Justice Programs ("OJP") taking appropriate action with respect to Grantee and the award. Among other things, the Grantor or OJP may withhold award funds, disallow costs, or suspend or terminate the award. Grantor or the Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

36.3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

37. Reclassification of Various Statutory Provisions to a New Title 34 of the United States Code.

37.1. Various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

37.2. Any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award

requirements.

38. Effect of Failure to Address Audit Issues. Grantee understands and agrees that Grantor or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

39. Requirement to Disclose Whether Grantee is Designated "high risk". If Grantee is designated "high risk" by a state or federal grant-making agency, currently or at any time during the course of the period of performance under this award, Grantee must disclose that fact and certain related information to Grantor. For purposes of this disclosure, high risk includes any status under which a state or federal awarding agency provides additional oversight due to Grantee's past performance, or other programmatic or financial concerns with Grantee. Grantee's disclosure must include the following: 1. The state or federal awarding agency that currently designates Grantee high risk, 2. The date Grantee was designated high risk, 3. The high-risk point of contact at that state or federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the state or federal awarding agency.

40. Sub-granting.

40.1. Sub-Grantee Monitoring.

- a. Grantee will monitor sub-grantees to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the sub-award. Grantee will ensure that all sub-grantees comply with Grant Accountability and Transparency Act (30 ILCS 708/1 et al.) and 2 CFR 200 requirements.
- b. Sub-grantees are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all sub-grantees.
- c. Grantee will require all sub-grantees to submit, at a minimum, quarterly data and fiscal reports to Grantee.
- d. As Grantee awards each sub-grant, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions.
- e. Grantee shall submit all sub-grantee site visit reports resulting in corrective action along with verification of the completed corrective action to Grantor with its Close-Out report.

40.2. Grantee will select all sub-grantees based upon need, capacity, and quality, and must adhere to a competitive selection process as follows:

- For sub-awards of \$50,000 or less, the Grantee is encouraged to formally advertise the proposed sub-award through a Notice of Funding Opportunity (NOFO) or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.

- For sub-awards over \$50,000, the Grantee must formally advertise the proposed sub-award through a NOFO or a Request for Proposals (RFP) process.

If justification is pre-approved by Grantor, Grantee may enter into a sole source sub-grant.

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

40.4. Grantor reserves the right to deny a sub-grantee, impose additional conditions to the sub-grant, or reduce the amount of the sub-grant. Grantee shall submit to Grantor a copy of a sub-grantee's grant agreement and budget for Grantor approval. Approval of a sub-grantee does not relieve Grantee of its obligation to assure performance under this Agreement.

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

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

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

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.**