



COUNTY OF KENDALL, ILLINOIS
FINANCE COMMITTEE
KENDALL COUNTY OFFICE BUILDING
2nd Floor County Board Room
111 W. Fox Street, Yorkville

Thursday, May 26, 2022 at 5:00p.m.
MEETING AGENDA

- 1. Call to Order**
- 2. Roll Call:** Matt Kellogg (Chairman), Amy Cesich, Brian DeBolt, Scott Gengler, Scott Gryder
- 3. Approval of Agenda**
- 4. Department Heads and Elected Official Reports**
- 5. New Business**
 - *Approval of an Intergovernmental Agreement between the State of Illinois Criminal Justice Information Authority and the County of Kendall, Illinois*
 - *Discussion and Approval of the Public Defender Departmental Salaries*
 - *Discussion and Approval of an Amendment Agreement for Disbursement and Use of Kendall County's American Rescue Plan Act Funds with the Kendall County Historical Society for the Amount of \$5,350*
 - *Discussion and Approval of an Amendment Agreement for Disbursement and use of Kendall County's American Rescue Plan Act Funds with Lewis Shultz VFW Post 1486 for the amount of \$11,115*
 - *FY22-24 ARPA Budget Discussion*
- 6. Old Business**
- 7. Public Comment**
- 8. Review Board Action Items**
- 9. Executive Session**
- 10. Adjournment**

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630- 553-4171, a minimum of 24-hours prior to the meeting time

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, April 28, 2022

Call to Order – Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 5:20p.m

Roll Call

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Absent		
Brian DeBolt	Here		
Scott Gengler	Yes		
Scott Gryder	Absent		
Matt Kellogg	Yes		

Others Present – Latreese Caldwell, Jennifer Karales, Scott Koeppel

Approval of Agenda - Member DeBolt made a motion to approve the agenda, second by Member Gengler. **With three members present voting aye, the motion carried by a vote of 3-0.**

Approval to Forward Claims – Member Gengler made a motion to forward the claims to the County Board for approval, second by Member DeBolt. **With three members present voting aye, the motion carried by a vote of 3-0.**

Department Head and Elected Official Reports – No reports.

Items of Business

- *Discussion of Facilities Director Salary* – Mr. Koeppel briefed the committee on the current salary for this position, and stated that the previous director had been with the County for many years before retiring last month. Discussion on a salary range for the new hire, the approval by the County Board on May 3, 2022, and the posting of the position from May 4-31, 2022. The position will be posted on Imdeed.com, the County website and Govjobs.com. **There was consensus by the committee to set the salary range from \$100,000 to \$115,000 with full benefit package.**
- *ARPA Treasury Reporting Status* – Jennifer Karales reported that the filing of the January – March ARPA reports was due no later than April 30, 2022, and that she had already submitted the reports. She reviewed the overview of the filing
- *Discussion and Approval to forward to May 17th County Board of ARPA Non-Profit Grant Review* - Mr. Koeppel asked the committee for clarification on the exact amount planned for ARPA non-profit grants. **There was consensus that the amount would be up to \$900,000, and that each grant could be up to \$25,000. Based on eligibility and need according to the federal guidelines for this funding source.**

Ms. Karales stated that if the Board approved the portal and plan, she would open the portal on May 18th, and that it would remain open for 60 days. As in the past, she would then bring application requests to the EDC or Finance committee for review, before sending them to the full Board for approval. Discussion on the necessity for churches or religious organizations to have annual audits by a third party to qualify for these grants.

Ms. Karales briefed the committee on her plans for notifying the non-profit organizations in all three categories about this grant opportunity through various media outlets (Facebook, newspaper, Instagram, the County webpage, and possibly regular mail).

Karales also plans to hold a one-day workshop to assist non-profit organizations in completing the ARPA Grant application through the portal. Date to be determined later.

Member DeBolt made a motion to approve the agenda, second by Member Gengler. **With three members present voting aye, the motion carried by a vote of 3-0.**

- *FY22-24 ARPA Budget Discussion* – Mr. Koepfel reviewed the items that have been placed on a waiting list for possible ARPA Funding with the committee, including 2021 Actuals, and the proposed budget amounts for years 2022 through 2024.

Items for the May 3, 2022 County Board Meeting

- *Approval of Claims*

Items for the May 17, 2022 County Board Meeting

- *Approval of ARPA Non-Profit Grant Portal and Program (2nd Phase)*

Items for the May 12, 2022 Committee of the Whole Meeting - None

Public Comment – Public Defender Jason Majer updated the committee on staffing in his office, and stated that there will be an open position in May. A former Assistant Public Defender that left the office last year for another position elsewhere, was rehired for the Kendall County Office recently.

Executive Session – Not needed

Adjournment – Member DeBolt made a motion to adjourn the Budget and Finance Committee meeting, Member Gengler seconded the motion. **With three members present voting aye, the meeting was adjourned at 6:00p.m. by a vote of 3-0.**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
Kendall County

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams Street, Suite 200, Chicago, Illinois 60606, and Kendall County (Grantee), with its principal office at 111 W. Fox, Yorkville, Illinois 60560-1621, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that: 361779440 is Grantee’s correct DUNS Number; ES1SZWNDT9N5 is Grantee’s correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 36-6006598 is Grantee’s correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed \$57,000, of which \$57,000 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2096 and the CSFA Name is Illinois Family Violence Coordinating Council (IFVCC). The State Award Identification Number is 2096-33547.

1.4. Term. This Agreement shall be effective on the later of (i) July 1, 2022, and (ii) the last dated signature of the Parties, and shall expire on June 30, 2023 (the "Term"), unless terminated pursuant to this Agreement.

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

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

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

Date: _____

By: _____
Scott Gryder, Kendall County Board Chairman
Kendall County
kcboard@co.kendall.il.us

Date: _____

By: _____
Jill Ferko, Kendall County Treasurer
Kendall County
jferko@co.kendall.il.us

Date: _____

By: _____
Alice Elliott, Director of Probation
Kendall County
aelliott@co.kendall.il.us

Date: _____

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

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

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT

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

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

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required

to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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

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

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

4.7. Interest.

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

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

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or

federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

ARTICLE VI
BUDGET

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

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

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved,

denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

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

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

**ARTICLE XI
LOBBYING**

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

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

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

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

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

certification to Grantor.

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

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

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

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

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

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

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

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

200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

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

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

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

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

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

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

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

Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

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

**ARTICLE XV
AUDIT REQUIREMENTS**

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

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

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

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

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

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

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

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in

Federal Awards, Grantee is subject to the following audit requirements:

- (i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee’s risk profile.
- (ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
- (iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.
- (iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.
- (v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 6 months after the end of the Grantee’s audit period.

15.4. “For-Profit” Entities.

- (a) This Paragraph applies to Grantees that are “for-profit” entities.
- (b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the Grantee’s audit period.
- (c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.
- (d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

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

documents.

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

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

16.1. Termination.

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

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

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

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

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

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

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

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee,

as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

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

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

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

ARTICLE XVIII NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI
CONFLICT OF INTEREST

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

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

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

ARTICLE XXII
EQUIPMENT OR PROPERTY

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

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

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR

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

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

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

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

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

25.2. Indemnification and Liability.

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

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

**ARTICLE XXVI
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state

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

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

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

Summary of Program

1. Describe overview of the project, need for the project, area to be served, capacity to complete the project and the projected numbers to be served within each program component.

Overview: The purpose of the 16th & 23rd Judicial Circuit Family Violence Coordinating Council to establish a forum to share and discuss information in order to promote a coordinated response to family violence in our communities. Councils work to improve the institutional and professional response to family violence issues by engaging in prevention, education, and the coordination of intervention and services for people who experience harm and people who harm.

Capacity to complete: FVCC1623 has a history of active involvement from all 3 of the counties in our combined council and now 6 committees each with strong and committed leadership and a track record of consistently working on and achieving initiatives that support our programmatic requirements, FVCC1623 has the professional and community support to complete FY2023 proposed projects. It is truly a team effort.

Need: According to the National Coalition Against Domestic Violence

(<https://www.ncadv.org/statistics> accessed 4/8/2022) a large percentage of our population is impacted by family violence: “1 in 4 women and 1 in 9 men experience severe intimate partner physical violence, intimate partner contact sexual violence, and/or intimate partner stalking with impacts such as injury, fearfulness, post-traumatic stress disorder, use of victim services, contraction of sexually transmitted diseases, etc.” and “1 in 15 children are exposed to intimate partner violence each year, and 90% of these children are eyewitnesses to this violence.”

Additionally NACDV states: “Approximately 50% of older adults with dementia are mistreated or abused.” And an “Estimated 13.5% of older adults have suffered emotional abuse since age 60”.

Areas served and projected numbers: FVCC 1623 combines the 16th & 23rd Judicial Circuits- including DeKalb, Kane and Kendall Counties. Council county- based multi-disciplinary teams focus on family violence needs of their entire communities and special interest teams focus on specific population groups (children and youth, people with disabilities and older adults).

Council Population Data July 2021 (www.census.gov accessed 4/8/22)						
County	DeKalb		Kane		Kendall	
Total Population	100,400		515,500		134,800	
Children Under 18 years	21.4 %	21,486	25.0 %	128,875	28.1%	37,878
People with Disabilities	8.0 %	8,032	5.6 %	28,868	5.1 %	6,875

(under age 65)						
Older Adults (over age 65)	12.9 %	12,952	10.7 %	55,159	14.3 %	19,277

2. Describe the program’s achievements and successes to-date, including objectives that were met or exceeded.

We are pleased that council participation has remained high and we have been able to bring additional organizations into our group. Even in these difficult times, committees now expect that they are responsible for creating and achieving ‘systemic improvement’ projects and align around goals they created. No longer waiting for something to be initiated from a higher level, teams are gradually moving towards self-direction and sustainability. Especially helpful this year was the addition of leadership in Northwestern Hospitals SANE nurses (tri-county), Kane County 911 dispatch and Kane EMS. Kendall MDT is gaining momentum and is beginning to discuss what a broader Coordinated Community Response (CCR) could look like and achieve for them. This has brought a wider range of professionals to the table- including 2 active Kendall County churches. Kane MDT determined to move forward on Strangulation and Risk Assessment together by creating a new Strangulation Risk Assessment protocol, assessment tool, and a full day training to kick off their 6-month pilot project. The Child and Youth Safety Team (CYS) continues to broaden their outreach to offer training to Youth Serving Organizations and others who are around youth-getting more creative and finding that offering training that is supplemental to DCFS recording training and where participants can ask questions is attractive to organizations. CYC team is also building on a training offered in FY2021 with a session on how professionals can work better together to make and support child abuse cases. The Protected Adults team is moving forward on 3 fronts with sub-committees working on trainings focused on 1) helping law enforcement make better connections with APS, 2) communicating better with people with disabilities regarding abuse and 3) creating an easy to use and distribute guide of local resources for protected adults. Various teams are beginning to work together to create ‘articles’ that can be customized and distributed across the council to increase community awareness during the various days of remembrance and awareness months To date, Kane County Connects regularly publishes our articles and ideas for other distribution channels are being generated. It was especially rewarding to see professionals bring to our council a project idea and ask if FVCC could support a team to address a need they wanted to discuss with representatives of all 3 counties. This became the DV Sentencing & Treatment Best Practices team (DVS&TBP) which meets monthly to look at PAIP programming issues and options. They work on problem solving and explore future options that can work within Illinois PAIP requirements. Finally, we are progressing with our Learning Management System (LMS) project working through some unexpected technical difficulties with student registration and enabling distinct private course offerings from public courses.

3. Discuss each unmet program objective from SFY22. 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.

We expect to meet all but 2 program objectives from FY2022.

- We will miss one Steering Committee meeting because we shifted the date held to the 2nd week of the month at the beginning of each quarter – to match other reporting and planning activities (technically losing one meeting date in the shift).
- DeKalb has determined that they will not be creating a DeKalb FVCC MDT-as was believed when FY2022 goals were created.

Statement of the Problem/Description of Need

1. Identify the catchment/service area (In previous grant years, it was required that the service area for a local family violence coordinating council was a judicial circuit, however, we no longer require this. At the minimum, the service area should include a county). Include description and demographics of communities served.

The Family Violence Coordinating Council of the Illinois 16th & 23rd Judicial Circuits has, for a number of years, and will continue to serve the entire communities of 3 northern Illinois (and far west suburban to north-central Illinois) counties: DeKalb, Kane and Kendall counties. The 16th Circuit is in Kane County, a county with urban, suburban and rural areas. Along the eastern edge of the county are the two largest cities - Elgin in the north and Aurora in the south. Between them are smaller and often more affluent towns that are linked by the Fox River. The western and central parts of the county are rural and primarily agricultural. The courthouses are in Geneva and St. Charles in the central portion of the east side of the county. The 23rd Circuit is comprised of two formerly primarily rural counties but with some recent growth in their more suburban communities. Kendall County, located in northeastern Illinois, combines city assets with a small town lifestyle and is an attractive location for businesses. The region’s convenient location and moderate population encourage local economic growth and support a variety of recreational and cultural opportunities. The County occupies approximately 320 square miles and is considered part of the Chicago metropolitan area although much of the county is agricultural. The County seat is located in Yorkville. DeKalb County has a smaller population overall, but it has two larger towns that are located centrally in the county – DeKalb, which is the home of Northern Illinois University, and Sycamore, is the county seat. The rest of the county is primarily agricultural. Several factors contribute to community stress and are likely to impact need for various social supports. Including:

Additional Council Demographics			
Estimated July 1, 2020 – US Census. Gov			
	DeKalb	Kane	Kendall
Language other than English	11.6	31.3	18.5

Spoken at Home			
Persons in Poverty	10.8	7.3	3.9
Persons without Health Insurance	7.5	10.2	6.4
Source: https://www.census.gov/quickfacts/fact/table/kanecountyillinois,kendallcountyillinois,dekalbcouutyillinois,US/PST045221 (accessed 4/12/2022)			

When looking at unemployment in our council, 2 of our 3 counties fall above the state average:

Unemployment Data			
IL Dept. of Employment Security, Economic Information & Analysis Division, February 2022 Report			
Illinois	DeKalb	Kane	Kendall
4.8	5.1	5.7	3.6
Source: https://ides.illinois.gov/content/dam/soi/en/web/ides/labor_market_information/local_area_unemploymentstatisticslaus/countymap.pdf (Accessed 4/8/2022)			

2. Provide a clear and accurate picture of the need for the project within the catchment area, including current trends or issues, service gaps or unmet needs in the community.

In their 2019 Annual Report, the Illinois Coalition Against Domestic Violence (ICADV) reveals a great need and that a large number of family violence related services were provided throughout the state of Illinois:

# of adult survivors of domestic violence	45,319
# of child witnesses	8,853
# of shelter nights	376,828
# of crisis intervention emotional support hrs.	326,467
# of hrs. of legal advocacy (understating legal rights, protection orders...)	130,035
Source: https://cm20-s3-ilcadv1.s3.amazonaws.com/ResourceFiles/267cade1369046a8b88d72a784d59deeFY19DataSheet.pdf (accessed 4/8/2022)	

Council Domestic Violence Shelter Data - FY2021 (Reported by local shelters)		
DeKalb County (Safe Passage)	Kane County (Community Crisis Center)	Kane & Kendall Counties (Mutual Ground)
<ul style="list-style-type: none"> 82 adults, and 52 children received 6707 nights of shelter, and 	<ul style="list-style-type: none"> 152 adults, and 69 children received a total of 	<p>Domestic Violence Adults served: 850 (Hours of service: 11,433) Children served: 198</p>

<ul style="list-style-type: none"> Domestic Violence program provided 12,921 hours of service to 461 adults and 143 children (service hours include both shelter and walk-in clients) 	<ul style="list-style-type: none"> 4378 nights of shelter, and 5126 total hours of service 	<p>(Hours of service: 1,455) <i>Total served: 1048</i> <i>Total hours: 12,888</i> <i>Residential Nights of Stay: Adults, 2853 Children: 1965</i> Sexual Assault <i>Clients served: 184</i> <i>Hours of service: 3016</i></p>
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Council APS Reports - of abuse, neglect and exploitation (1/1/2021 -12/31/2022)			
	Total APS Reports	Persons with Disabilities (under 60 yrs.)	Older Adults (age 60+)
DeKalb	250	44	206
Kane	363	76	287
Kendall	56	17	39

FY2021 Council Child Advocacy Center Data		
DeKalb CAC	Kane CAC	Kendall CAC
<ul style="list-style-type: none"> 116 Child Abuse Investigations 16 Sexual Assault 21 Physical Abuse allegations 33 children witnessed violence 95% of children & non-offending caregivers received ongoing advocacy & trauma services 22 received specialized pediatric medical evaluations 	<ul style="list-style-type: none"> 710 children were referred to the CAC 401 investigations conducted Provided advocacy and support services for 1,285 children and adults Conducted 60 courtesy forensic interviews for other law enforcement agencies Provided 34 specialized child sexual abuse exams by a board-certified pediatrician's group 	<ul style="list-style-type: none"> 129 children Interviewed (both victims and witness) Conducted 19 courtesy interviews for other agencies Advocacy and Support Services are referred out to Mutual Ground and Kendall Health Dept.

DCFS FY2021 Data- Northern IL Region
<ul style="list-style-type: none"> Child Abuse Investigations = 24,518 Family Reports = 23,784 (minus 16,768 deemed unfounded) = 7,016 reports credible

<p>or pending</p> <ul style="list-style-type: none"> • # of children in family reports that have at least 1 allegation = 39,450 (minus 26,914 deemed unfounded) =12,536 children who’s case is credible and/or pending
<p>Source: https://www2.illinois.gov/dcf/aboutus/newsandreports/Documents/ESS_Protective_Services.pdf (accessed 4/12/2022)</p>

Trends, issues and unmet needs:

- Looking locally, there are numerous existing projects and services with the goal to address the needs of individuals experiencing family violence issues within our tri-county area. And there is an attempt at inter-organizational and inter-disciplinary cooperation. The challenge is that, without support, good intentions to reach beyond traditional institutional ‘silos’ is logistically difficult to achieve--because of a variety of factors (time, resources, locations, staffing, etc.).
- Recent legislative changes in Illinois impacting family violence issues include the “SAFE-T Act” (which intends to improve policing, pre-trial and corrections practices) is also creating challenges. Criminal justice systems are adapting which is placing increased demands on departments and professionals. The county-based MDTs have provided a place for council partners to discuss impacts and work together on response strategies.
- The SAFE-T Act has also increased training requirements for law enforcement, which, in turn, impacts the council’s ability to engage officers in additional training FVCC considers important.
- Staffing challenges are pervasive--retirements have increased leading to a loss in expertise; organizations are finding it difficult to replace staff resulting in chronic staffing shortages. As an example, DCFS in our region is experiencing critical staff shortages and corelate caseloads are leading to delays and staff burnout. Some social service providers are moving administrative staff in to fulfilling more direct service tasks--forcing some council members to reduce their council activities for the shorter term.
- As agencies and departments are striving to do less with more, FVCC can step in to fill some of the gaps. For example, in Kendall County the Kendall MDT is stepping in to help provide volunteers with an outreach campaign the local shelter normally addresses on their own. Members of the committee will assist with distribution of IPV posters to be placed in local restaurants and bars—with the intent of increasing management’s awareness of potential abuse and making support contact information readily available.

- In recent years there has been an increased interest in strangulation (recognition, documentation and response). In Kane County, there had been discussion but no focused, coordinated action until the Kane MDT decided that the time was right to create a special team to examine the issue and develop a new local program (with protocol and assessment) to pilot with a limited group (Kane Sheriffs, Kane 911 & EMS and the Kane State’s Attorney’s Office). Their belief was that this could be a first stage effort that could be used to collect data that would lend support and credibility to future strangulation initiatives that could be implemented on a county-wide level.
- Without a structure to bring the diverse organizations and professionals together and manage details around meetings, projects, trainings, etc, reality is that initiatives invented by these well-intentioned professionals would not come to fruition.

Additional needs being addressed by committees:

The FVCC1623 committees are the council’s link to our geographical and functional communities. This is where current needs are identified, discussed and solutions developed. Kendall County State’s Attorney’s office has identified that it is time to re-examine their county domestic violence protocols which have not been updated for several years. This team is also seeking to foster a Coordinated Community Response (CCR). Plans are for the FVCC MDT to assist with this process. Kane County will continue to focus on addressing the strangulation issue and, if the new DV team lead follows what her predecessor was concerned with, there will also be a concerted effort to improve how many law enforcement officers engage with IPV calls and assist with cases. Our Protected Adults team also sees a need to work with law enforcement to better identify potential situations where people with disabilities and older adults might be experiencing harm and is planning training experiences accordingly. The Child and Youth Safety Team has declared they will continue to reach an increasingly wide array of professionals who interact with youth experiencing harm so that they will notice more and intervene effectively. This team has also identified room for improvement in how various criminal justice professionals work with each other when building cases of harming children and youth and is developing solution strategies. Finally, the newly formed Domestic Violence Sentencing and Treatment Best Practices subcommittee is reviewing current practices in holding people who harm accountable. It is their belief that current Illinois requirements for PAIP programming are problematic and they are researching solution strategies that can be implemented within the parameters of their Illinois requirements.

Project Implementation

1. Local Family Violence Coordinating Council Members

Discipline	Name of Steering/Planning Committee Member(s)	Job Title of Member(s)	Members' Organization Name
911/Dispatch Telecommunicator	1. Michelle Guthrie	1. Director	1. KaneComm
Child Abuse Victim Services/Prevention	1. Holly Peifer 2. Colleen Parks 3. Maureen Manning 4. Mary Ellen Schaid 5. Michelle Meyer	1. Director, CAC 2. Assoc. Exec. Dir. 3. Exec. Director 4. Exec. Director 5. Exec. Director	1. DeKalb FSA/CAC 2. DeKalb FSA/CAC 3. Community Crisis Center 4. Safe Passage 5. Mutual Ground
Circuit Clerk's Office	1. Colleen McConaughay 2. Robyn Ingemunson 3. Monica Lawrence	1. Deputy Circuit Clerk 2. Circuit Clerk 3. CIO	1. DeKalb Circuit Clerk 2. Kendall Circuit Clerk's Office 3. Kane Circuit Clerk's Office
Court Administrator	1. Douglas Naughton 2. Andrea O'Brien	1. Court Administrator 2. Deputy Court Administrator	1. Kane Court Administration 2. Kane Court Administration
Court Security/Bailiff	1.	1.	1.
Department of Children and Family Services	1. Kathy Berry 2. Kristina Engel	1. Area Administrator 2. Northern Region Supervisor	1. DCFS 2. DCFS
Disability Services	1. Lindsay Robinson	1. Program Manager	1. AIM Center for Independent Living
Domestic Violence Victim Services	1. Mary Ellen Schaid 2. Maureen Manning 3. Michelle Meyer	1. Exec. Director 2. Exec. Director 3. Exec. Director	1. Safe Passage 2. Community Crisis Center 3. Mutual Ground
Education	1. Dee Oliver 2. Shelly Senffner	1. Asst. Regional Superintendent	1. Kane ROE 2. Kendall ROE 3. DeKalb ROE

Discipline	Name of Steering/Planning Committee Member(s)	Job Title of Member(s)	Members' Organization Name
	3. Amanda Christiansen	2. Assistant Superintendent 3. Superintendent	
Emergency Medical Services	1.	1.	1.
Faith-Based Community	1.	1.	1.
Judge	1. Hon. Brad Waller 2. Hon. Clint Hull 3. Hon. Jody Gleason 4. Hon Joe Pedersen 5. Hon. Keith Johnson 6. Hon. Marcy Buick	1. Chief Judge 2. Chief Judge 3. Judge-DV 4. Judge-Misdemeanors 5. Judge-DV # 206 6. Judge-DV	1. DeKalb Judicial 2. Kane Judicial 3. Kendall Judicial 4. DeKalb Judicial 5. Kane Judicial 6. DeKalb Judicial
Law Enforcement	1. Dwight Baird 2. Ron Hain 3. Jim Roscher 4. Jen Hillgoth 5. Kevin Senne 6. Kasey Stoch 7. Kristina Kaus 8. Norm Allison 9. Page Bond 10. Raul Salinas 11. Steve Lekkas 12. Tania Mosley 13. Alex Martyn	1. Sheriff 2. Sheriff 3. Lt.-Community Engagement 4. Det.-Child Abuse 5. Commander 6. DV Lead Investigator 7. Detective-Senior Services 8. Lieutenant 9. Detective Sergeant 10. Sgt. Special Victims Unit Leader 11. Commander	1. Kendall Sheriff's Office 2. Elgin PD 3. Aurora PD 4. Elgin PD 5. Kane Sheriff's Office 6. Kendall Sheriff's Office 7. Plano PD 8. Oswego PD 9. Kane Sheriff's Office 10. Kane Sheriff's Office 11. Dekalb City PD 12. Aurora PD 13. Aurora PD

Discipline	Name of Steering/Planning Committee Member(s)	Job Title of Member(s)	Members' Organization Name
		12. Detective Investigator DVRU 13. Detective-Investigator DVRU	
Local Council Coordinator	1. Robin Pelfrey	1. LCC	1. FVCC 1623
Medical Personnel	1. Mindi Robles 2. Cindy Graves 3. Michael Isaacson	1. West Region SANE Coordinator 2. Dir. of Community Health and Prevention 3. Assistant Director of Community Health	1. Northwestern Hospitals 2. DeKalb Health Dept 3. Kane Health Dept
Mental Health Professional	1. Anna Czerniak 2. Deanna Cada 3. Alexandra Tsang 4. Kimberly Volk	1. Children's Mental Health Program Manager 2. Executive Director 3. Director 4. Director Behavioral Health Services	1. Kane Mental Health Dept 2. DeKalb Mental Health Board 3. Kane Diagnostic Center 4. Northwestern Medicine
Military	1.	1.	1.
Older Adult Services	1. Megan Becker 2. Micki Miller	1. APS Supervisor 2. Exec. Director	1. Elder Care Services 2. Senior Service Associates

Discipline	Name of Steering/Planning Committee Member(s)	Job Title of Member(s)	Members' Organization Name
Partner Abuse Intervention Program Provider	<ol style="list-style-type: none"> 1. Maribel Duran-Mendez 2. Josie Carollo 	<ol style="list-style-type: none"> 1. Abuse Intervention Program Coord 2. Program Manager-Violence Prevention Services 	<ol style="list-style-type: none"> 3. Community Crisis Center 4. Family Counseling Service-Aurora
Person with lived domestic violence experience	<ol style="list-style-type: none"> 1. 	<ol style="list-style-type: none"> 1. 	<ol style="list-style-type: none"> 1.
Private Attorney	<ol style="list-style-type: none"> 1. Elder Law 2. Conroy Law 	<ol style="list-style-type: none"> 1. President 2. President 	<ol style="list-style-type: none"> 1. Diana Law 2. Laura Conroy
Probation	<ol style="list-style-type: none"> 1. LaTanya Hill 2. Mike Venditti 3. Alice Elliot 4. Shannon McCarty 5. Tim Stevens 6. Geoff Livengood 	<ol style="list-style-type: none"> 1. Director 2. Director 3. Director of Probation Services 4. Supervisor 5. Probation Officer 6. Juvenile & Special Programs Supervisor 	<ol style="list-style-type: none"> 1. Kane Court Services 2. DeKalb Court Services 3. Kendall Court Services 4. Kendall Court Services 5. Kendall Probation Services 6. DeKalb Court Services
Prosecutor	<ol style="list-style-type: none"> 1. Eric Weiss 2. Jamie Mosser 3. Rick Amato 4. Ryan Phelps 5. Brooks Locke 6. Jessica Michels 	<ol style="list-style-type: none"> 1. State's Attorney 2. State's Attorney 3. State's Attorney 4. Supervisor of Misdemeanors 5. ASA-DV 6. Domestic Violence Unit Supervisor 	<ol style="list-style-type: none"> 1. Kendall State's Attorney's Office 2. Kane State's Attorney's Office 3. DeKalb State's Attorney's Office 4. Kendall State's Attorney's Office 5. DeKalb State's Attorney's Office

Discipline	Name of Steering/Planning Committee Member(s)	Job Title of Member(s)	Members' Organization Name
			6. Kane State's Attorney's Office
Public Defender	1. Rachel Conant 2. Tom McCulloch 3. Victoria Chuffo	1. Division Chief 2. Public Defender 3. Public Defender	1. Kane Public Defenders Office 2. DeKalb Public Defender's Office 3. Kendall Public Defender's Office
Self-Advocate (person with disability)	1. Lindsay Robinson	1. Program Manager	1. AIM-CIL
Sexual Assault Victim Services	1. Maureen Manning 2. Michelle Meyer 3. Mary Ellen Schaid	1. Exec. Director 2. Exec. Director 3. Exec. Director	1. Community Crisis Center 2. Mutual Ground 3. Safe Passage
Other: Legal Advocacy	1. Kathy McGowan-Bettcher 2. Anne Piron	1. Executive Director 2. Vulnerable Elder Rights Staff Atty	1. Prairie State Legal Services 2. Prairie State Legal Services

2. How do you plan to engage members in disciplines that you do not currently have as active members? i.e. any of the above that you do not have members listed

At the beginning of each fiscal year, committees create /update a mission statement and annual goals/projects for their team. As part of this process, the committee looks at current membership engagement. List of current members is shared and members are repeatedly encouraged to reflect on what other organizations or professionals could be working with us. We identify where those individuals/organizations may be found & identify who would be best to initiate contact. We have an "FVCC Overview" document members can share when introducing people to the council. We are pleased that council committee members consistently and spontaneously invite others to join.

3. Committees and Members

Committee	Member Agencies	Person Responsible for Staffing Committee	How Often Committee Meets	Describe the committee's focus and projects.
Steering Committee (required)	AIM Center for Independent Living, Aurora PD, Community Crisis Center, Conroy Law, DCFS, DeKalb Circuit Clerk, DeKalb City PD, DeKalb Court Services, DeKalb FSA/CAC, DeKalb Health Dept, DeKalb JJC, DeKalb Judicial, DeKalb Mental Health Board, DeKalb Public Defender's Office, DeKalb ROE, DeKalb State's Attorney's Office, Elder Care Services, Elder Law, Elgin PD, Kane Circuit Clerk, Kane Court Administration, Kane Court Services, Kane Court Watch, Kane Diagnostic Center, Kane Health Dept, Kane Judicial, Kane Juvenile Justice Council, Kane Mental Health Dept, Kane Public Defenders, Kane ROE, Kane Sheriff's Office, Kane State's Attorney's Office, KaneComm-911, Kendall Circuit Clerk's Office, Kendall Court Services, Kendall Judicial, Kendall Probation, Kendall Public Defender's Office, Kendall ROE, Kendall	Coordinator and Team Members	Quarterly	Key purpose: provides guidance, inspiration, planning and oversight for all council activities. In the coming year, supporting initiatives managed by committees and the FVCC LMS will be a core project.

Committee	Member Agencies	Person Responsible for Staffing Committee	How Often Committee Meets	Describe the committee's focus and projects.
	Sheriff's Office, Kendall State's Attorney's Office, Mutual Ground, Nat'l Youth Advocate Program, Northwestern Hospitals, Oswego PD, Plano PD, Prairie State Legal, Safe Passage, Senior Service Associates			
Kane MDT	Aurora PD, AID-Assn for Individual Development, Carpentersville PD, CASA, Community Crisis Center, Consultant/Community Member, DCFS, Elgin PD, Family Counseling Service, Family Service Assoc., Hampshire PD, Kane Circuit Clerk's Office, Kane Court Services, Kane Court Watch, Kane Diagnostic Center, Kane Health Dept, Kane Judicial, Kane Juvenile Justice Center, Kane Juvenile Justice Council, Kane Public Defenders Office, Kane Sheriff's Office, Kane State's Attorney's Office, KaneComm-911, Mutual Ground, Northwestern	Coordinator and Team Members	Monthly (with some exceptions)	Kane MDT is committed to the reduction of domestic violence in Kane County by identifying service gaps and opportunities for service improvements; evaluating current systemic practices and evolving alternatives; and promoting collaboration. Each meeting includes a discussion of a current issue, recent case review, etc. designed to educate, reduce 'siloing' and expand working relationships. In FY2023 the Strangulation Risk Assessment Pilot will continue and when complete, will be

Committee	Member Agencies	Person Responsible for Staffing Committee	How Often Committee Meets	Describe the committee's focus and projects.
	Hospitals, Prairie State Legal, Senior Service Associates			used as a foundation for next steps in risk and lethality assessment usage. Additional FY2023 projects still TBA
Kendall MDT	Accardi Law, AIM CIL, CASA, Consultant/ Community Member, Cross Lutheran Church, DCFS, Family Counseling Service, Fox Valley Court Watch, Grundy/ Kendall ROE, KenCom-911, Kendall Circuit Clerks Office, Kendall Coroner's Office, Kendall Court Services, Kendall Health Dept, Kendall Judicial, Kendall Public Defender's Office, Kendall ROE, Kendall Sheriff's Office, Kendall State's Attorney's Office, Minooka PD, Montgomery PD, Mutual Ground, Northwestern Hospitals, Oswego PD, Plano PD, Prairie State Legal, Restore Church, Sandwich PD, Senior Service Associates, Yorkville PD	Coordinator and Team Members	Approx. every 6 weeks	Kendall MDT has established a tradition for members to bring questions and concerns related to family violence to the team for idea sharing. The Kendall Multidisciplinary Domestic Violence Reduction Unit is working well and now being discussed is reaching further into the community to prevent family violence. Being explored is what a broader Coordinated Community Response (CCR) might look like. Currently, team is looking to engage more community members (bar & restaurant servers) to report abuse and support people experiencing harm. Moving into FY2023 the conversation

Committee	Member Agencies	Person Responsible for Staffing Committee	How Often Committee Meets	Describe the committee's focus and projects.
				about what a broad reaching CCR would entail will be explored.
Child & Youth Safety	Aurora PD, Changing Children's Worlds Foundation, Community Crisis Center, Community Member, DCFS, DeKalb CAC, DeKalb ROE, DeKalb-Youth Service Bureau, Family Counseling Service, FSA DeKalb, FSA Elgin, Kane CASA, Kane County Court Services, Kane Health Dept, Kane Juvenile Justice Center, Kane Juvenile Justice Council, Kane ROE, Kane State's Attorney's Office – CAC, Kendall ROE, Mutual Ground, Nat'l Youth Advocate Program, Northwestern Hospitals, Prevent Child Abuse Illinois, Safe Passage, Tri-City Family Services	Coordinator and Team Members	Monthly (with some exceptions)	The Child and Youth Safety committee works to prevent child abuse through education and resource allocation and to increase community awareness on the importance of timely contact with the DCFS hotline and/or local law enforcement in response to suspected child abuse or neglect. Key goals for FY2023 will include continuing to provide trainings for youth serving organizations and providing training for professions to improve effectiveness in responding to child abuse and holding people who harm accountable. Specific trainings & other activities still TBD.
Protected Adults	Age Guide NE Illinois, AID (Assn for Individual Dev.), AIM-CIL, DeKalb	Coordinator and Team Members	Monthly (with some exceptions)	Protected Adults Team is committed to prevention of abuse

Committee	Member Agencies	Person Responsible for Staffing Committee	How Often Committee Meets	Describe the committee's focus and projects.
	PD, DeKalb Sheriff's Office, Elder Care Services DeKalb, Elgin PD, FSA DeKalb, FSA Elgin, Kane Sheriff's Office, Kane State's Attorney's Office, Kendall Health Dept., Kendall Sheriff's Office, Kendall State's Attorney's Office, Mutual Ground, Prairie State Legal, Ramp CIL, Senior Services Associates			to people with disabilities and older adults by educating professionals and the community. In FY2023 they will present a 'Disability Awareness' training to help individuals better recognize when abuse is occurring and respond. Also in FY2023, this team will develop a simple, user friendly tool listing local resources to share with families of protected adults.
LE Training & Planning	Kane State's Attorney's Office, Kane Sheriff's Office, Kane PD, Kendall State's Attorney's Office, Plano PD, Yorkville PD, Prairie State Legal Services	Coordinator and Team Members		Focus: Longer term & bigger picture planning for meeting law enforcement and other council professionals' educational needs. Key FY2023 project: FVCC Learning Management System (LMS)
Abuser Services	About Behavioral Change, Aurora FCS-Family Counseling Services, Aurora PD, Community Crisis Center, Kane Court Services, Kane	Coordinator and Team Members	Bi-Monthly	Focus: supporting fellow team members with activities holding people who harm accountable. Team discusses issues, problem solves and

Committee	Member Agencies	Person Responsible for Staffing Committee	How Often Committee Meets	Describe the committee's focus and projects.
	Diagnostic Center, Kane State's Attorney's Office-Victim Services, Mutual Ground, Safe Passage			assists the Kane State's Attorney's Office with feedback on applications of organizations seeking approval as anger management providers.

4. Discuss the process your Council will use to recruit and re-engage members to your committees. Be sure to include who is responsible for recruiting committee members.

Our belief is that participants need to experience the time they invest in council participation as meaningful and productive. By creating specific/achievable goals, teams implement projects aligned with their stated goals which, in turn, focus team activities and foster the experience of accomplishment. Coordinator maintains committee contact lists with organization and role, making envisioning team composition (and 'gaps') easier to assess. When a team member leaves, the coordinator actively strives to replace that individual. We often find that members actively engaged in projects naturally invite their professional associates to join us. Periodically teams discuss 'who else' we would like to have working with us. Members volunteer to reach out to associates with the desired characteristics and invite them to join the team. Meeting summary notes are sent to committee members-even those who are not able to attend regularly to keep them engaged in team activities. Coordinator also periodically contacts council members who have not recently attended meetings-looking for insight on how the individual might want to re-engage.

5. Discuss potential topics and intended audiences for trainings your Council will provide.

While we expect to be presenting live training in FY2023 a great amount of effort will be focused on creating training for our LMS. Live content is likely to be converted to LMS formats after initial presentations.

Already planned for FY2023

- Topic: Better Serving People with Disabilities Experiencing Harm – for first responders (LE, 911 EMS), Medical Professionals, and others assisting people experiencing family violence; general public (Protected Adults Team)
- Topic: Responding to Needs of Children Experiencing Harm (recognizing signs, working in MDTs, prevention strategies, etc.) – professional and public audiences (Child & Youth Safety Team)

Also under consideration for FY2023

- Topic: Strangulation: Recognition & Response - for first responders (LE, 911 EMS), Medical Professionals (nurses, trauma staff, physicians)
- Topic: Trauma Informed Responses to People Experiencing Harm-all professional audiences
- Topic: Improving How We Hold People Who Harm Accountable-various professional audiences
- Topic: Victim Centered Approach/Prosecutions: supporting people who have been harmed and holding people who harm accountable by striking a balance with the wishes, safety, and well-being of the person who has been harmed with traditional criminal justice system practices.

6. Describe your plan to follow-up with attendees of trainings you have provided. Be sure to include who is responsible for follow-up.

When individuals enroll in our Trainings, we collect their email addresses. Following training events, contact info for learners are added to our learner database. New contacts are sent a follow-up email inviting them to join our council activities and/or mailing/contact list. While we do not have a newsletter, or formal/sophisticated way of sub sorting this list, we have included these individuals in our notices about other learning activities. If we are able to identify that new contacts are from our council area, we send an email about FVCC 1623 council purpose and goals, an overview of our committees and their activities, and invite them to attend a committee meeting or work with us on other events/activities. All these tasks are done by our coordinator-occasionally with volunteer assistance.

7. Please describe how evaluation results from your council's trainings are used.

The mandates IFVCC training evaluation form offers us a 1-5 rating on various satisfaction scales. We regularly are highly-rated. This data is affirming but not as helpful as specific comments. In every evaluation/feedback opportunity we actively seek out specific feedback and suggestions using areas for attendees to enter text. Far fewer of these responses are received. Coordinator collects comments, reviews and shares with presenters, and development team members. When possible, suggestions for improvements and training ideas are implemented. Previous suggestions from participants have helped us to: streamline enrollment processes, generate ideas for additional helpful resources, and develop ideas for future trainings.

8. Discuss your process of sharing and distributing resources. Be sure to include who is responsible for sharing and distributing resources and information.

Resource sharing occurs 1) at learning events, 2) committee meetings, 3) with our FVCC1623 Dropbox account and 4) through emails, and in coming year using 5) the FVCC1623 Learning Management System (LMS). At each training, we make a point of sharing resources in varying formats (tools, documents, links, etc.) that are most likely to be used by learners. At committee meetings, sharing of information and announcements is a regular part of the meeting agenda.

There is often spontaneous resource sharing using virtual meeting chat- or links, document copies, etc. are sent to the coordinator who distributes to team members post-meeting. Team members know that the coordinator maintains a FVCC1632 Dropbox account that houses a variety of resources (i.e., the various FVCC DV Protocols) Each committee has a folder where pertinent docs are posted and available for download. Team members can also have items posted for sharing with other team members. While not all council members can use Dropbox, this is especially useful for items that are too large to email. Finally, the coordinator maintains a variety of email distribution lists (based on committee, project and/or subject). Council members are reminded frequently that the coordinator is very willing to assist with resource distribution. Coordinator regularly uses these lists for meeting announcements and communication in addition to forwarding additional information she receives. It is common for team/list members to, in turn, to continue to share with their contacts. With the implementation of the FVCC1623 Learning Management System (LMS) in this fiscal year, there will also be locations where resources can be accessed on demand by both the public and professionals. (Access to ‘professional’ resources will require pre-registration to limit access to certain courses and resources.)

Project Management

- 1. Provide convincing evidence that your agency is capable of carrying out the proposed program, including fiscal, administrative and programmatic ability to manage grant. This should include experience, staffing patterns, and qualifications to comply with GATA fiscal and administrative requirements. This section should include an explanation of any recent changes in policies and procedures to improve fiscal, administrative or programmatic capacity.**

Kendall County is a government agency with an established Treasurer and Administrative Department responsible for managing multiple budgets with revenue and expenditures. On average, the county manages 30-35 grants each fiscal year. Kendall County is required to have an annual financial audit to ensure compliance with best practices related to government financial practices.

Alice Elliott is the identified fiscal agent for the purpose of this grant. Ms. Elliott is the Director of Kendall County Court Services where she is responsible for managing a 1.4 million dollar budget comprised of General Fund and Probation Service Fee Monies. Ms. Elliott is responsible for submitting the budget for approval annually to the Kendall County Board and The Administrative Office of Illinois Courts (AOIC). The later oversight by AOIC is to ensure the expenditures are consistent with approved usage of the funds per Illinois State Statute. Ms. Elliott has served in her capacity as Director in Kendall County since August of 2018. She previously served as Director of Probation in Carroll and Stephenson Counties from 2015 to 2018. The pandemic has provided opportunities to improve our efficiency in fiscal spending while increasing our capacity to communicate effectively. The result has been growth and movement toward stated goals and objectives.

- 2. Describe your organization’s experience managing state and federal grants.**

The FVCC of IL 16th & 23rd JC has a long history with ICJIA and FVCC grant activities. The current Coordinator has been in this position and managing grant activities successfully since FY2019. In partnership with council members, the coordinator has focused activities on grant goals and requirements (successfully achieving most), managed efficient use of program funds, completed all documentation requirements in a timely manner and contributed to council growth in active membership.

- Administrative and task management responsibilities
 - a. Coordinator has 30+ years of team and task management experience with various organizations.
 - b. Having achieved a certain momentum with council participation, the coordinator is working to promote committee sustainability by shifting more responsibility for various committee tasks to committee members-including creating agendas and summary notes. Similarly, during this year, coordinator succeeded in encouraging core committees to take on leadership roles in FVCC training development, article creation and other projects/tasks. Going forward, this pattern should be more easily replicated.
- Programmatic abilities
 - a. Committee members contribute a wide range of skills and experience to council activities and have consistently achieved stated FVCC programmatic goals.
 - b. The FVCC 1623 Learning Management System (LMS) is a new project initiated in later FY2022. The LE & Training team will work with the coordinator for higher level planning activities. All committees will contribute suggestions for course offerings and assist with course content development-also serving as Subject Matter Experts (SMEs). Coordinator will seek additional volunteers to assist with advanced authoring tool skills-including unpaid interns from local colleges.
 - c. Coordinator has a 30-year background in Adult Learning Design & Development, and a familiarity with the newer learning technologies including online learning/asynchronous use of LMS platforms. This will ensure that evidence-based adult learning theory (andragogy) and best practices in web-based learning will be utilized (as described in article: <https://elearningindustry.com/the-adult-learning-theory-andragogy-of-malcolm-knowles>)

EXHIBIT B

DELIVERABLES OR MILESTONES

Task	Staff Responsible	Position	Date Due
LMS Setup & Pilot Trainings	LCC		10/31/22
People with Disabilities & Abuse Training	LCC		11/30/22
Kane Strangulation Protocol Training	LCC		11/30/22
YSO Mandated Reporter Supplemental Training	LCC		3/31/23
Mini Toolkit Training	LCC		3/31/23
LMS Learning Modules for Law Enforcement	LCC		6/30/23
Regular Committee Meetings	LCC		6/30/23
DV-RISC- Kane	LCC		TBD
DV-RISC-Kendall	LCC		TBD
Community Awareness Articles	LCC		10/31/22, 1/31/23, 2/31/23, 3/31/23 & 4/30/23
Attend FVCC LCC annual meeting	LCC		TBD
Submit quarterly progress report	LCC		October 15 th , January 15 th , April 15 th , July 15 th
Submit quarterly financial performance report	Fiscal Agent		October 15 th , January 15 th , April 15 th , July 15 th
Complete Fiscal and Programmatic Closeout Materials including property inventory.	LCC & Fiscal Agent		July 30, 2023

EXHIBIT C

PAYMENT

Grantee shall receive a maximum of \$57,000 under this Agreement.

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

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

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Mary Ratliff/Lacey Pollock

Title: Program Director/Criminal Justice Specialist

Address: 524 S. 2nd Street, Suite 220, Springfield, IL, 62701

Phone: 217-524-4745/217-524-1917

Fax#: 217-558-2636

E-mail Address: mary.ratliff@illinois.gov
lacey.pollock@illinois.gov

GRANTEE CONTACT

Name: Robin Pelfrey

Title: 16th/23rd Council Coordinator

Address: 30W050 Branch Av., Warrenville, IL 60555

Phone: 630-453-9402

E-mail Address: rpelfrey@fvcc1623.org

EXHIBIT E

PERFORMANCE MEASURES

<p>Goal 1: The local Circuit Family Violence Coordinating Council will work to improve the systems response to family violence (including but not limited to domestic violence, child abuse, teen dating violence, and abuse against older adults and persons with disabilities) by developing multidisciplinary committees to provide oversight, guidance, and development of policies and procedures enforcing victim safety, abuser accountability, and community safety</p>	
<p>Process Objectives</p>	<p>Performance Measures</p>
<p>Coordinate and convene committees with criminal justice and family violence professionals that contribute to the improvement of the legal system and the administration of justice.</p>	<p><u> 6 </u> of committees formed</p>
<p>Local Council Steering Committee will meet at least 3 times per year</p>	<p><u> 4 </u> of local council steering committee meetings.</p>
<p>Subcommittees of the Steering Committee will be formed.</p>	<ol style="list-style-type: none"> 1. Kane MDT (8 meetings) 2. Kendall MDT (7 meetings) 3. Child & Youth Safety (7 meetings) 4. Protected Adults (7 meetings) 5. LE & Training (4 meetings) 6. Abuser Services (4 meetings)
<p>Goal 2: Improve the knowledge of criminal justice professionals on domestic violence related topics.</p>	
<p>Outcome Objectives</p>	<p>Performance Measures</p>
<p>Provide trainings to local circuit criminal justice and family violence professionals. <u>At least 1 training from the Facilitator’s Toolkit is required</u> <u>At least 1 Promising Practice Mini-Toolkit training is required.</u></p>	<p><u> 6 </u> (#) of trainings provided to local circuit criminal justice and family violence professionals.</p>
<p>Educate criminal justice and family violence professionals through trainings.</p>	<p><u> 150 </u> (#) of attendees participating in trainings.</p>
<p>Collect evaluations or pre-posttests (ICJIA developed surveys) from trainings. (pre posttests only apply to Promising Practices Mini-Toolkits).</p>	<p><u> 50 </u> (#) of training evaluations collected.</p>

Training participants indicate increased confidence on evaluation.	<u>85</u> % of participants that indicate increased confidence after training based on number of attendees.
Goal 3: To increase the awareness and knowledge of family violence issues (including but not limited to domestic violence, child abuse, teen dating violence, and abuse against older adults and persons with disabilities) in the communities of the service area.	
Outcome Objectives	Performance Measures
Coordinate with local criminal justice professionals and community agencies to participate in public awareness regarding family violence related topics.	<u>4</u> (#) of community awareness events and activities.
Educate and disseminate information to attendees at community awareness events and activities.	<u>150</u> (#) of participants at community awareness events and activities.
Disseminate information to criminal justice and family violence professionals. (This includes dissemination of trainings, webinars, community awareness events, research, tools, and articles. This does not include correspondence with committee members regarding committee meetings and committee work.)	<u>60</u> (#) times information is disseminated to criminal justice and family violence professionals.

**EXHIBIT F
PERFORMANCE STANDARDS**

See Exhibit E

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EXHIBIT G

SPECIFIC CONDITIONS

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

2.

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

3. Grantee agrees to all comply with all of the terms and conditions required by the Department of Transportation as a result of Grantee’s Internal Controls Questionnaire.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

27. Definitions

“Authority” means the Illinois Criminal Justice Information Authority.

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

29. Commencement of Performance.

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

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

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

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

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

31. Reporting and Evaluation Requirements.

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

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

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

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

31.3. Grantee agrees to comply with the Grantor’s request for information related to an evaluation of

program. The Grantee agrees to report any additional information required by the Executive Director of the Authority.

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

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

32. Timekeeping.

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

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

- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
 1. include an after-the fact certification that 100% of the employee’s time was spent in support of activities associated with the program;
 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee’s work; and
 3. be supplemented with daily attendance timesheets.

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

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

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

32.5. Grantee shall submit a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must complete PARs as set forth in this Section, and match volunteers, including their 1)

program working hours and 2) total working hours.

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

34. Failure to File in a Timely Fashion.

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

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

35. Procurement Requirements and Requests for Proposals.

35.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550), 2 CFR 200.319, 320 and Part I, 22.3.

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

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

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

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

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

36. Sub-contracting.

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

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

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

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

37. Sub-Granting.

37.1 Sub-Grantee Monitoring.

- a. Grantee will monitor sub-grantees to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the sub-award. Grantee will ensure that all sub-grantees comply with Grant Accountability and Transparency Act (30 ILCS 708/1 et al.) and 2 CFR 200 requirements. Approval of a sub-grantee does not relieve Grantee of its obligation to assure performance under this Agreement.
- b. Sub-grantees are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all sub-grantees.
- c. Grantee will require all sub-grantees to submit, at a minimum, quarterly data and fiscal reports to Grantee.
- d. As Grantee awards each sub-grant, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a sub-grantee shall be submitted to Grantor along with verification of the corrective action.

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

monitoring protocol to Grantor for approval.

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

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

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

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

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

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

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

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

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

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

40. Copyrights and Patents.

40.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

40.2. If this agreement results in the production of patentable items, patent rights, processes, or

inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with guidelines.

41. Management and Disposition of Equipment and Commodities.

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

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

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

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

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

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

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

- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
- (b) Enables the preparation of reports required by general and program-specific terms and

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

44. Publications.

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

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

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

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

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

44.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

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

45. Reporting Grant Irregularities.

45.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any

irregularities or illegal acts in the administration of grant funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

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

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

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

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

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

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

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

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

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

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

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

47. Crimes of Dishonesty. Grantee shall notify Grantor if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.
48. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII). Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of this grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
49. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, 22.1, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.
50. Safeguarding Constitutional Protections Related to Religion
- 50.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.
- 50.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.
51. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste,

fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

52. Background Checks for youth programs. Background checks are required for all program staff, independent contractors and volunteers, including those of subgrantees and subcontractors, who have direct contact with youth (under 18 years) before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations

53. Project Monitoring and Evaluation.

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

any additional information required by Grantor.

53.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.

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

54. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.
55. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government**
56. Judgement Certification. Grantee certifies it has not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or felony criminal matter against the Grantee, or any entity associated with its principals or key personnel. Grantee shall also notify Grantor of any such judgments, indictments, and criminal or civil charges, by a government entity (federal, state or local) that occur during the period of the performance of this agreement.
- Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, type of conviction and date of conviction.
57. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

PART THREE – THE PROJECT-SPECIFIC TERMS

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

63. Training. No funds may be used to cover training costs, described in the Exhibits, until Grantee complies with the following:
- A. That any training or training materials developed under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>
 - B. 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. Information on pertinent laws, regulations, policies and guidance is available at available at <http://www.ojp.gov/funding/confcost.htm>.
64. In-person Meeting. Grantee agrees to the following: Travel to and attend 1 IFVCC Local Council Coordinator’s meeting and 1 statewide training as directed by ICJIA.

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STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County	DUNS#: 361779440	NOFO ID: 2096-2072	Grant #: 322316
CFSA Number: 546-00-2096	CSFA Short Description: Illinois Family Violence Coordinating Council	State Fiscal Year(s): SFY23	Project Period: July 1, 2022 - June 30, 2023

All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." **Please read all instructions before completing form.**

SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS

Revenues	Year 1			
(a). State of Illinois Grant Amount Requested	\$ 57,000			

BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	Year 1			
Personnel (Salaries & Wages) (200.430)	\$ -			
Fringe Benefits (200.431)	\$ -			
Travel (200.474)	\$ -			
Equipment (200.439)	\$ -			
Supplies (200.94)	\$ 842			
Contractual Services (200.318) & Subawards (200.92)	\$ 56,158			
Rent and Utilities (200.465)	\$ -			
Telecommunications	\$ -			
Training and Education (200.472)	\$ -			
16. Total Direct Costs (lines 1-15) (200.413)	\$ 57,000			
17. Indirect Costs* (see below) (200.414)				
Rate _____% Base: \$ _____	\$ -			
18. Total Costs State Grant Funds (lines 16 and 17)	\$ 57,000			

SECTION - A (continued) Indirect Cost Rate Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Period Covered by the NICRA:
Approving Fed/State Agency (please specify):
The Indirect Cost Rate is:
The Distribution Base is:

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County		DUNS#: 361779440		NOFO ID: 2096-2072	
CFSA Number: 546-00-2096		CSFA Short Description: Illinois Family Violence Coordinating Council		Grant #: 322316	
				State Fiscal Year(s): SFY23	
				Project Period: July 1, 2022 - June 30, 2023	
<p><i>If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Please read all instructions before completing form.</i></p>					
SECTION B -- MATCH FUNDS					
Program Revenues		Year 1			
Grantee Match Requirement: ___% <i>(ICJIA to populate only if match is required)</i>					
(b). -Cash					
(c). -Non-cash					
(d). Other Funding & Contributions					
NON-STATE Funds Total		\$	-		
BUDGET SUMMARY MATCH FUNDS					
Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		Year 1			
Personnel (Salaries & Wages) 200.430		\$	-		
Fringe Benefits 200.431		\$	-		
Travel 200.474		\$	-		
Equipment 200.439		\$	-		
Supplies 200.94		\$	-		
Contractual Services (200.318) & Subawards (200.92)		\$	-		
9. Occupancy (Rent & Utilities)		\$	-		
11. Telecommunications		\$	-		
12. Training & Education		\$	-		
16. Total Direct Costs (lines 1-15) 200.413		\$	-		
17. Indirect Costs* (see below) 200.414					
Rate: _____ % Base: _____		\$	-		
18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)		\$	-		

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County	DUNS#: 361779440	NOFO ID: 2096-2072	Grant #: 322316
CFSA Number: 546-00-2096	CSFA Short Description: Illinois Family Violence Coordinating Council	State Fiscal Year(s): SFY23	Project Period: July 1, 2022 - June 30, 2023

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

(2 CFR 200.415)

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

Implementing Agency		Program Agency
Kendall County	Kendall County	Kendall County
Name of Applicant Institution/Organization	Name of Applicant Institution/Organization	Institution/Organization
_____	_____	_____
Signature	Signature	Signature
Jill Ferko	Scott Gryder	Alice Elliott
Name of Official	Name of Official	Name of Official
Kendall County Treasurer	Kendall County Board President	Director of Court Services
Title	Title	Title
Chief Financial Officer (or equivalent)	Executive Director (or equivalent)	Executive Director (or equivalent)
_____	_____	_____
Date of Signature	Date of Signature	Date of Signature

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

FFATA Data Collection Form (See instructions below to determine if this form needs to be completed)

Under FFATA, any implementing agency that receives \$25,000 or more from federal funds for this award must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

Grantee (or Subgrantee) DUNS:					
Grantee (or Subgrantee) Name:					
Grantee (or Subgrantee) DBA:					
Grantee (or Subgrantee) Address:					
City:		State:		Zip+4:	Congressional District:
Grantee (or Subgrantee) Principal Place of Performance:					
City:		State:		Zip+4:	Congressional District:
Grant #: 322316 Award Amount: \$ 57,000 Project Period: July 1, 2022 - June 30, 2023					
State of Illinois Awarding Agency: Illinois Criminal Justice Information Authority					
CSFA Short Description: Illinois Family Violence Coordinating Council					
Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:					
Q1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?					
Yes <input type="checkbox"/> If yes, must answer Q2 below.					
No <input type="checkbox"/> If no, you are not required to provide data.					
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?					
Yes <input type="checkbox"/> If yes, you are not required to provide data.					
No <input type="checkbox"/> If no, you must provide the data. Please fill out the rest of this form.					
Please provide names and total compensation of the top five officials:					
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			

Section C - Budget Worksheet & Narrative

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

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

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)			
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
<i>Total</i>						\$ -	\$ -	\$ -

Personnel Narrative:

Section C - Budget Worksheet & Narrative

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

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

Name	Position	Fringe Costs								Federal/State Amount	Match	Total Cost
		Calculated Salary	FICA	Health insurance <small>(Please specify)</small>	Workers comp <small>(Please specify)</small>	Unemployment <small>(Please specify)</small>	Life insurance <small>(Please specify)</small>	Other <small>(Please Specify)</small>	Flat Rate Fringe <small>(If applicable)</small>			
			7.6500%									
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
										\$ -	\$ -	\$ -

Fringe Narrative:

Section C - Budget Worksheet & Narrative

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

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

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

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

Travel Narrative:

Section C - Budget Worksheet & Narrative

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

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

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

Equipment Narrative:

Section C - Budget Worksheet & Narrative

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

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

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<i>Office Supplies</i>	1	\$ 328.00	100.00%	\$ 328		\$ 328
<i>Training Supplies</i>	1	\$ 514.00	100.00%	\$ 514		\$ 514
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total				\$ 842	\$ -	\$ 842

Supplies Narrative:

Office Supplies comprise consumables: printing paper, toner & drum, staples, folders, file labels binders, presentation supplies, paper clips, tape, clipboards, flashdrives, notebooks. Office supplies include the above and other related materials that will be needed that will not exceed \$50 per unit.

Training Supplies are various learning materials to be used for council training events: printing, binding, laminating, handouts, video editing & management tools, job aides, and resource materials. Education and Training Supplies include the above and other related materials that will be needed which will not exceed \$50 per unit.

Section C - Budget Worksheet & Narrative

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

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

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

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

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
FVCC Coordinator	\$ 28.00	hour	1500	100.00%	\$ 42,000	\$ -	\$ 42,000
Stipends	\$ 7,300.00	year	1	100.00%	\$ 7,300	\$ -	\$ 7,300
Technology Fees	\$ 1,032.00	year	1	100.00%	\$ 1,032	\$ -	\$ 1,032
Contractual Employee Travel	\$ 583.00	year	1	100.00%	\$ 583	\$ -	\$ 583
Training	\$ 1,000.00	year	1	100.00%	\$ 1,000	\$ -	\$ 1,000
Learning Management System	\$ 3,943.00	3943	1	100.00%	\$ 3,943	\$ -	\$ 3,943
Speaker Fees	\$ 300.00	300	1	100.00%	\$ 300	\$ -	\$ 300
					\$ -	\$ -	\$ -
				Total	\$ 56,158	\$ -	\$ 56,158

Contractual Narrative:

FVCC Coordinator: compensation for managing council activities. LCC hours are based on approx 30 hours a week for 50 weeks.

Stipends: to Community Crisis Center, Mutual Ground, Safe Passage, AIM-Center for Independent Living and Senior Service Associates to participate in council meetings and activities and assist with training activities. Amounts are TBD and subcontractor packets will be completed and submitted for approvals as required by ICJIA.

Technology Fees: Technology fees Includes are estimated to be monthly or annual subscription fees for: Zoom video meetings/trainings, Dropbox resource sharing, data plan, and Canva graphics creation. Estimated \$86 a month average cost.

Contractual Employee Travel:

Coordinator trip to Springfield for Annual LCC meeting:

- Room-l day: Rate \$85. With 13% tax \$96.05. Rounded to \$97. - Meal Reimbursement: 1 day @ 28.00 - Car Rental (2 days because return must be on AM of next day) \$39*2=\$78. With 13% tax/fees=\$88.14. Round to \$ 90 - Gas: round trip approx. 400 miles/30 mpg*\$5 per gallon=\$65. Round to \$75. *Coordinator mileage for local council business including trainings, meetings and events for the grant period.* Mileage is the most economical mode for this travel. Estimated 500 miles annually x .585/mile=\$293

Training: These training funds would be used to support the LMS that the grant is utilizing. It could be related to additional training/LMS needs/options, support of our LMS content into Podcasting. No funds will be used without ICJIA approval of subcontractor.

Learning Management System (LMS):

- Thinkific Platform: pro+growth plan \$50/month + \$50/month for unlimited enrollments—charged after 100 enrollments. (50% plan discount on base fee applied) = \$1200
- Thinkific Apps: including FAQ, MazeTech, MixPanel (\$37/month=\$444)
- Articulate Authoring Software annual license = \$1299
- Additional LMS consulting for updates, changes & other assistance = \$ 1,000

Speaker Fees: compensation for 1-3 trainers depending on experience. Specific speakers are TBD. All speakers will be approved by ICJIA before contracts are executed.

Section C - Budget Worksheet & Narrative

9). **Occupancy -Rent and Utilities** (2 CFR 200.465) -- List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Computation				Federal/State Amount	Match	Total Cost			
	Cost	Basis	Length of time/Quantity	Pro-ration						
				<i>Total</i>	\$	-	\$	-	\$	-

Rent and Utilities Narrative

Section C - Budget Worksheet & Narrative

11). Telecommunications -- List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Computation				Federal/State Amount	Match	Total Cost			
	Cost	Basis	Length of time	Pr-ration						
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
Total					\$	-	\$	-	\$	-

Telecommunications Narrative:

Section C - Budget Worksheet & Narrative

12). Training and Education (2 CFR 200.472) -- Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Computation				Federal/State Amount	Match	Total Cost
	Quantity	Basis	Cost	Length of time			
						-	\$ -
							\$ -
Total					\$	-	\$ - \$ - \$ -

Training and Education Narrative:

Section C - Budget Worksheet & Narrative

16. Indirect Cost (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

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

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			

Indirect Cost Narrative:

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

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

Institution/Organization

Institution/Organization

Signature

Signature

Name of Official

Name of Official

Title
Chief Financial Officer (or equivalent)

Title
Executive Director (or equivalent)

Date of Signature

Date of Signature

Section C - Budget Worksheet & Narrative

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

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
<i>Personnel</i>	\$ -	\$ -	\$ -
<i>Fringe Benefits</i>	\$ -	\$ -	\$ -
<i>Travel</i>	\$ -	\$ -	\$ -
<i>Equipment</i>	\$ -	\$ -	\$ -
<i>Supplies</i>	\$ 842.00	\$ -	\$ 842.00
<i>Subcontracts and Subawards</i>	\$ 56,158.00	\$ -	\$ 56,158.00
<i>Occupancy (Rent & Utilities)</i>	\$ -	\$ -	\$ -
<i>Telecommunications</i>	\$ -	\$ -	\$ -
<i>Training & Education</i>	\$ -	\$ -	\$ -
<i>Indirect Costs</i>	\$ -	\$ -	\$ -
TOTAL PROJECT COSTS	\$ 57,000.00	\$ -	\$ 57,000.00

ICJIA Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County	DUNS#: 361779440	NOFO ID: 2096-2072	Grant #: 322316
CFSFA Number: 546-00-2096	CSFA Short Description: Illinois Family Violence Coordinating Council	State Fiscal Year(s): SFY23	Project Period: July 1, 2022 - June 30, 2023

FOR ICJIA USE ONLY

Final Budget Amount Approval

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

Budget Revision Amount Approval

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

Budget Revision Amount Approval

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

§200.308 Revision of budget and program plans



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

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County	DUNS#: 361779440	NOFO ID: 2096-2072	Grant #: 322316
CPSA Number: 546-00-2096	CSFA Short Description: Illinois Family Violence Coordinating Council	State Fiscal Year(s): SFY23	Project Period: July 1, 2022 - June 30, 2023


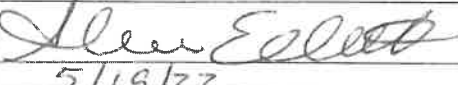
Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

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

Implementing Agency	Program Agency
Kendall County Name of Applicant Institution/Organization	Kendall County Name of Applicant Institution/Organization
 Signature	 Signature
Jill Ferko Name of Official	Scott Gryder Name of Official
Kendall County Treasurer Title Chief Financial Officer (or equivalent)	Kendall County Board President Title Executive Director (or equivalent)
Date of Signature	Date of Signature
	 Signature
	Alice Elliott Name of Official
	Director of Court Services Title Executive Director (or equivalent)
	<u>5/19/22</u> Date of Signature

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

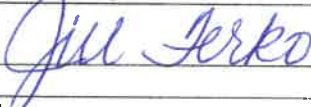
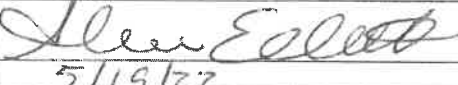
Implementing Agency Authorized Official (Director, President, Chair, or similar position)		
63.	First Name	Scott
64.	Last Name	Gryder
65.	Title	Kendall County Board Chairman
66.	Telephone Number	630-553-4171
67.	Fax Number	
68.	Email address	kcboard@co.kendall.il.us
69.	Signature of Authorized Representative	
70.	Date Signed	
Implementing Agency Financial Officer (Chief Financial Officer, Comptroller, Treasurer, or similar position.)		
71.	First Name	Jill
72.	Last Name	Ferko
73.	Title	Kendall County Treasurer
74.	Telephone Number	630-553-4025
75.	Fax Number	630-553-4023
76.	Email address	Jferko@co.kendall.il.us
77.	Signature of Authorized Representative	
78.	Date Signed	
Program Agency Authorized Official		
79.	First Name	Alice
80.	Last Name	Elliott
81.	Title	Director of Probation
82.	Telephone Number	630-553-4209
83.	Fax Number	630-553-4120
84.	Email address	aelliott@co.kendall.il.us
85.	Signature of Authorized Representative	
86.	Date Signed	5/19/22

** ICJIA specific modification to GATA form

Uniform Application for State Grant Assistance		Updated by ICJIA
Illinois Criminal Justice Information Authority Completed Section		
1.	Type of Submission	<input type="checkbox"/> Pre-application <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed / Corrected Application
2.	Type of Application	<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation (i.e. multiple year grant) <input type="checkbox"/> Revision (modification to initial application)
3.	Date / Time Received by State	April 14, 2022
4.	Name of the Awarding State Agency	Illinois Criminal Justice Information Authority
5.	Catalog of State Financial Assistance (CSFA) Number	546-00-2096
6.	CSFA Title	Illinois Family Violence Coordinating Council
Grant specific information (if applicable) **		
7.	Agreement Number	322316
8.	Previous Agreement Numbers	322216, 322116, 322016
Catalog of Federal Domestic Assistance (CFDA)		<input checked="" type="checkbox"/> Not applicable (No federal funding)
9.	CFDA Number	N/A
10.	CFDA Title	N/A
11.	CFDA Number	N/A
12.	CFDA Title	N/A
Federal Fund Information		<input checked="" type="checkbox"/> Not applicable (No federal funding)
13.	Federal Award ID Number	N/A
14.	Federal Award Date	N/A
15.	Amount Obligated by this action	N/A
16.	Total Amount of the Federal Award	N/A
Funding Opportunity Information		
17.	Funding Opportunity Number	2096-2072
18.	Funding Opportunity Title	Illinois Family Violence Coordinating Council Implementation
19.	Funding Opportunity Program Field	
Competition Identification <input checked="" type="checkbox"/> Not Applicable		
20.	Competition Identification Number	
21.	Competition Identification Title	

Applicant Completed Section		
Implementing Agency Information**		
22.	Legal Name	Kendall County
23.	Common Name (DBA)	
24.	Employer / Taxpayer ID Number (EIN, TIN)	36-6006598
25.	Vendor ID, if different than above	
26.	Organizational DUNS number	361779440 (UEI- ES1SZWNDT9N5)
27.	SAM expiration date	9/28/2022
28.	SAM Cage Code	5D9D9
29.	Business Address	Street address: 111 W. Fox City: Yorkville State: IL County: Kendall Zip + 4: 60560-1621
Implementing Agency: Person to be contacted for Program Matters involving this application.		
30.	First Name	Robin
31.	Last Name	Pelfrey
32.	Suffix	
33.	Title	Local Coordinator
34.	Telephone Number	630-453-9402
35.	Fax Number	
36.	Email address	rpelfrey@fvcc1623.org
Implementing Agency: Person to be contacted for Business/Administrative Office Matters involving this application.		
37.	First Name	Alice
38.	Last Name	Elliott
39.	Suffix	
40.	Title	Director of Probation
41.	Telephone Number	630-553-4209
42.	Fax Number	630-553-4120
43.	Email address	aelliott@co.kendall.il.us
Program Agency Information (If different from Implementing Agency.)**		
44.	Legal Name	(Name used for DUNS registration.)
45.	Organizational DUNS number	
46.	SAM expiration date	
47.	SAM Cage Code	
48.	Business Address	Street address: City: State: County: Zip + 4:
Program Agency: Person to be contacted for Program Matters involving this Application.		
49.	First Name	

50.	Last Name	
51.	Suffix	
52.	Title	
53.	Telephone Number	
54.	Fax Number	
55.	Email address	
Areas Affected**		
56.	Areas Affected by the Project (County(ies); City(ies); or State-wide)	DeKalb, Kane & Kendall Counties
57.	Implementing Agency's Legislative District (This must be based on the nine digit zip code registered with SAM.)	Congressional District: 14 th State Senate District: 25 th State Representative District: 50 th
58.	Primary Area of Performance	Kendall County – Yorkville Illinois 60560-1621
59.	Primary Area of Performance's Legislative District (This must be based on the nine digit zip code listed above.)	Congressional District: 14 th State Senate District: 25 th State Representative District: 50 th
Applicant's Project**		
60.	Description Title of Applicant's Project	Illinois Family Violence Coordinating Council
61.	Proposed Project Term	Start Date: July 1, 2022 End Date: June 30, 2023
62.	Estimated Funding (include all that apply)	x Designated/Awarded Amount: \$ 57,000.00 x Budgeted Amount: \$57,000.00 <input type="checkbox"/> Match: \$ <input type="checkbox"/> Overmatch: \$ <input type="checkbox"/> Program Income: \$ <p style="text-align: right;">Total Amount : \$ \$ 57,000.00</p> Indirect cost rate: <u> 0 </u> %
Applicant Certification:		
<p>By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)</p> <p>(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.</p> <p style="text-align: center;"><input checked="" type="checkbox"/> I agree</p>		

Implementing Agency Authorized Official (Director, President, Chair, or similar position)		
63.	First Name	Scott
64.	Last Name	Gryder
65.	Title	Kendall County Board Chairman
66.	Telephone Number	630-553-4171
67.	Fax Number	
68.	Email address	kcboard@co.kendall.il.us
69.	Signature of Authorized Representative	
70.	Date Signed	
Implementing Agency Financial Officer (Chief Financial Officer, Comptroller, Treasurer, or similar position.)		
71.	First Name	Jill
72.	Last Name	Ferko
73.	Title	Kendall County Treasurer
74.	Telephone Number	630-553-4025
75.	Fax Number	630-553-4023
76.	Email address	Jferko@co.kendall.il.us
77.	Signature of Authorized Representative	
78.	Date Signed	
Program Agency Authorized Official		
79.	First Name	Alice
80.	Last Name	Elliott
81.	Title	Director of Probation
82.	Telephone Number	630-553-4209
83.	Fax Number	630-553-4120
84.	Email address	aelliott@co.kendall.il.us
85.	Signature of Authorized Representative	
86.	Date Signed	5/19/22

** ICJIA specific modification to GATA form

Department (CC) Position Costing Summary

Budget Year: 2022

Department (CC): Public Defender

Scenario: Main

Fund: 1100 - General Fund

Position Category/Position	Employee	2021 Budget	New Hire	2021 Salary	2022 Budget	\$ Change	% Change	% Increase	\$ Increase	Hours	FTE	Alloc. %
NonUnion General Fund												
Assistant - Administrative	Donna Jenkins-Prather (011926)	48,726		48,726	50,066	1,340	2.75%	2.8%		1,950	1.00	100.00
Assistant-Administrative	Vacant	0		0	20,000	20,000				1,950	1.00	100.00
Total: 11001719 51030 Salaries - Clerical		48,726		48,726	70,066	21,340	43.80%	43.80%	0	3,900	2.00	
Public Defender	Victoria Chuffo (011919)	161,061	Kenneth E. Johnson	161,061	165,091	4,030	2.50%			1,950	1.00	100.00
Total: 11001719 51250 Salaries - Public Defender		161,061		161,061	165,091	4,030	2.50%	2.50%	0	1,950	1.00	
Public Defender - Assistant	Jessica Deets (011929)	55,167	Anthony Weigel	55,167	61,650	6,483	11.75%	2.8%		1,950	1.00	100.00
Public Defender - Assistant	Courtney Transier (011924)	99,017	Christina Santiemmo	99,017	55,485	(43,532)	-43.96%	2.8%		1,950	1.00	100.00
Public Defender - Assistant	Michael Montgomery (011927)	71,350		71,350	87,337	15,987	22.41%	2.8%		1,950	1.00	100.00
Public Defender - Assistant	Lindsey Lachanski (011928)	59,008	Pending	59,008	60,000	992	1.68%			1,950	1.00	100.00
Public Defender- Assistant	Vacant	0		0	0	0	#DIV/0!			1,950	1.00	100.00
Total: 11001719 51260 Salaries - Assistant Public Defenders		284,542		284,542	264,472	(20,070)	-7.05%	-7.05%	0	9,750	5.00	
Grand Total		494,329		494,329	499,629	5,300	1.07%	1.07%	0	15,600	8.00	

Department (CC) Position Costing Summary

Budget Year: 2022

Department (CC):

Scenario: Main

Fund: 1770 ARPA Grant

Position Category/Position	Employee	2021 Budget	New Hire	2021 Salary	2022 Budget	\$ Change	% Change	% Increase	\$ Increase	Hours	FTE	Alloc. %
ARPA Fund												
Finance and Budget Analyst	Jennifer Karales	80,000		80,000	80,000	0	0.00%			1,950	1.00	100.00
Total: 1770025-79701 Salaries - Administrator		80,000		80,000	80,000	0	0.00%			1,950	1.00	
Assistant Public Defender	Vacant	18,000		18,000	80,000	62,000	344.44%			1,950	1.00	100.00
Total: 1770025-79701 Salaries - Public Defender		18,000		18,000	80,000	62,000	344.44%			1,950	1.00	
Grand Total		98,000		98,000	160,000	62,000	63.27%			3,900	2.00	

\$65,000 Asst PD Salary
 15,000 Benefits

\$80,000

**AMENDMENT TO THE NOVEMBER 2, 2021 GRANT AGREEMENT FOR
DISBURSEMENT AND USE OF KENDALL COUNTY'S AMERICAN
RESCUE PLAN ACT FUNDS**

THIS AMENDMENT (“Amendment”) modifies the grant agreement between the County of Kendall, Illinois, a unit of local government (“County”), and Kendall County Historical Society, a non-profit 501(c)3 organization in good standing (“Grantee”), approved November 2, 2021 (the “Agreement”). For purposes of this Amendment, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, the County and the Grantee entered into an Agreement whereby the County agreed to distribute to Grantee Five Thousand Three Hundred Fifty Dollars (\$5,350) from the Coronavirus State and Local Fiscal Recovery Funds the County received from the federal government under the American Rescue Plan Act of 2021; and

WHEREAS, Grantee can spend those funds only for the specific purposes designated in the Agreement; and

WHEREAS, pursuant to the Agreement, Grantee can spend \$550.00 for Enhanced Cleaning Efforts, and \$4,800.00 for Physical Plant Changes; and

WHEREAS, Grantee now seeks to modify the Agreement to reallocate the amounts that may be spent for each specific purpose; and

WHEREAS, the County agrees to a modification to Grantee’s permitted use of the Grant funds; and

WHEREAS, the total amount awarded to Grantee, \$5,350.00, shall not be changed.

NOW THEREFORE, the Agreement is amended as follows, effective upon acceptance by both Parties:

1. The recitals set forth above are incorporated into this Amendment by reference and made a part thereof.
2. The November 2, 2021 Agreement contains a table describing the permitted uses of Grant funds and the time period when the costs that will be paid for by Grant funds were incurred. Said table is located in three sections of the Agreement: in the Recitals; in Subsection 2(a); and in

Subsection 3(a). This table shall be replaced in its entirety, in all three sections, by the following table:

	Funds Incurred	Explain Use of Funds
Payroll	\$ -	N/A
Benefits	\$ -	N/A
Mortgage/Rent	\$ -	N/A
Utilities	\$ -	N/A
Social Distancing	\$ -	N/A
Enhanced Cleaning Efforts	\$ 2,066	N/A
Barriers or Partitions	\$ -	N/A
COVID-19 Vaccination	\$ -	N/A
COVID-19 Testing	\$ -	N/A
Physical Plant Changes	\$ 3,284	N/A
Contact Tracing Programs	\$ -	N/A
Technical Assistance	\$ -	N/A
Counseling	\$ -	N/A
Other	\$ -	N/A

Enhanced Cleaning Efforts: Cleaning of HVAC systems and cleaning of museums, cleaning of filters in two of the museum building
Physical Plant Changes: Air Purification system added

My Organization will expend the grant funds on cost incurred in the 6 months following the receipt of the grant fund

3. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.

AMENDMENT AGREED TO AND ACCEPTED

KENDALL COUNTY, ILLINOIS

Kendall County Historical Society

 Scott Gryder
 Kendall County Board Chair

 NAME
 JOB TITLE

Attest: _____
 Debbie Gillette
 Kendall County Clerk

Attest: _____

Date: _____

Date: _____

**AMENDMENT TO THE NOVEMBER 2nd, 2021 GRANT AGREEMENT FOR
DISBURSEMENT AND USE OF KENDALL COUNTY’S AMERICAN
RESCUE PLAN ACT FUNDS**

THIS AMENDMENT (“Amendment”) modifies the grant agreement between the County of Kendall, Illinois, a unit of local government (“County”), and Lewis Shultz VFW Post 1486, a non-profit 501(c)19 organization in good standing (“Grantee”), approved November 2nd, 2021 (the “Agreement”). For purposes of this Amendment, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, the County and the Grantee entered into an Agreement whereby the County agreed to distribute to Grantee Eleven Thousand One Hundred Fifteen Dollars (\$11,115) from the Coronavirus State and Local Fiscal Recovery Funds the County received from the federal government under the American Rescue Plan Act of 2021; and

WHEREAS, Grantee can spend those funds only for the specific purposes designated in the Agreement; and

WHEREAS, pursuant to the Agreement, Grantee can spend \$615.00 for Utilities, \$500.00 for Enhanced Cleaning Efforts, and \$10,000.00 to Update HVAC System; and

WHEREAS, Grantee now seeks to modify the Agreement to reallocate the amounts that may be spent for each specific purpose; and

WHEREAS, the County agrees to a modification to Grantee’s permitted use of the Grant funds; and

WHEREAS, the total amount awarded to Grantee, \$11,115.00, shall not be changed.

NOW THEREFORE, the Agreement is amended as follows, effective upon acceptance by both Parties:

1. The recitals set forth above are incorporated into this Amendment by reference and made a part thereof.
2. The November 2nd, 2021 Agreement contains a table describing the permitted uses of Grant funds and the time period when the costs that will be paid for by Grant funds were incurred. Said table is located in three sections of the Agreement: in the Recitals; in Subsection 2(a); and in

Subsection 3(a). This table shall be replaced in its entirety, in all three sections, by the following table:

	Funds Incurred	Explain Use of Funds
Payroll		
Benefits		
Mortgage/Rent		
Utilities	\$746.52	Pay Monthly Bills
Social Distancing		
Enhanced Cleaning Efforts	\$510.05	Purchase Hand Sanitizer and Mask
Barriers or Partitions		
COVID-19 Vaccination		
COVID-19 Testing		
Physical Plant Changes		
Contact Tracing Programs		
Technical Assistance		
Counseling		
Other	\$9,858.43	Update HVAC System

Further detail on how funds will be used:

Update HVAC system to ensure better air circulation in the building. Ensure monthly bills are covered to keep the building open to local veterans Purchase additional cleaning supply for the building

My organization will expend the grant funds on costs incurred in the 6 months following receipt of grant funds.

3. Except as specifically modified by this Amendment, the Agreement remains in full force and effect.

AMENDMENT AGREED TO AND ACCEPTED

KENDALL COUNTY, ILLINOIS

Lewis Shultz VFW Post 1486

 Scott Gryder
 Kendall County Board Chair

 NAME
 JOB TITLE

Attest: _____
 Debbie Gillette

Attest: _____

Kendall County Clerk

Date: _____

Date: _____

America Rescue Plan Act Application

1. Date:
2. Applicant Name:
3. Type of entity:
 - a. Non-Profit
 - b. Government Entity
 - c. Other
4. Organization Legal Name:
5. Organization Address, City, State, Zip:
6. Primary Point of Contact Email Address
7. Phone Number:
8. Are you registered in SAMS.gov?
 - a. Yes
 - b. No
9. UEI number
10. DUNS number
11. DUNS+4 number
12. TIN number
13. Have you received ARPA (American Rescue Plan Act) Funds?
If yes, please provide how much
 - a. Yes
 - b. No
14. Operations Start Date
15. Operations End Date
16. Place of Performance Address, City, State, Zip
17. Demographic Distribution:

America Rescue Plan Act Application

19. Amount Requested:

Year	Amount
2022	\$
2023	\$
2024	\$
2025	\$
2026	\$

20. In sufficient detail please provide how and what the funds would be used for and attach supporting documentation (if applicable):

Water and Sewer Projects:

Public Water System(PWS) ID Number:

National Pollutant Discharge Elimination System (NPDES) Permit Number:

Median Household Income of service area:

Lowest quintile income of the service area:

Broadband Projects:

Does this project meet or exceed symmetrical 100 Mbps download and upload speed?

If not, why?

KENDALL COUNTY SNAPSHOT

In Fiscal Year 2021 (July 1, 2020 – June 30, 2021) Northern Illinois Food Bank — through our network of more than 900 food pantries, soup kitchens and feeding programs — provided 100 million meals across our 13-county service area. Here is a snapshot of our partnerships and work in Kendall County:

Food Insecurity

- 7,180 food insecure people (5.7% overall food insecurity rate)
- 2,650 food insecure children (7.3% child food insecurity rate)

12 Agency Network and Program Sites

- 5 Food Pantries
- 7 Youth Program Sites

Meeting the Meal Gap

1.8M

meals distributed



- 753K meals distributed through Retail Food Recovery
- 126K meals distributed through Mobile Markets and Pop-ups
- 18K meals distributed through Child Nutrition Programs



KENDALL COUNTY NETWORK MEMBERS

Newark

Helmar Lutheran Church Pantry ♥

Oswego

Harvest New Beginnings Food Pantry ♥

Kendall County Community Food Pantry-Oswego ♥

Plano

Centennial Elementary School ○

Emily G Johns School ○

Fox Valley Family YMCA ● ○

Fox Valley Family YMCA Daycare ● ○

Kendall County Community Food Pantry - Plano ♥

P.H. Miller Elementary School ○

Yorkville

Kendall County Community Food Pantry ♥

KEY:

Pantry: ♥

Group Home/Shelter: ◆

Senior: *

Summer Food Service Program (SFSP): ●

Soup Kitchen: ♣

Daycare: ▲

BackPack: ◇

Child and Adult Care Food Program (CACFP): ○

My Pantry Express Pick-up Site: MPX

Learn more at www.SolveHungerToday.org

