

# **City of Joliet**

150 West Jefferson Street  
Joliet, IL 60432



## **Meeting Agenda - Final**

**Tuesday, August 5, 2025**

**5:30 PM**

**City Hall, Council Chambers**

### **Public Safety Committee**

*Committee Members*

*Councilman Joseph Clement, Chairperson*

*Councilwoman Suzanna Ibarra*

*Councilwoman Jan Hallums Quillman*

## ROLL CALL

## APPROVAL OF MINUTES

Minutes 7/1/2025

[TMP-8798](#)

**Attachments:** [Minutes 7-1-2025.pdf](#)

## CITIZENS TO BE HEARD ON AGENDA ITEMS

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

## PRESENTATION

Joliet Township VPCC Network- Miguel Cambray, Special Projects Consultant [TMP-8799](#)

**Attachments:** [Joliet Township Presentation.pdf](#)

## AGENDA ITEMS

Approval of a Sole Source Agreement with Blue Line Professional Consultants LLC [TMP-8769](#)

**Attachments:** [2026 contract Blue Line Professionals.pdf](#)

Approval of New Position

[TMP-8853](#)

**Attachments:** [2025 Digital Forensic - Crime Analyst.docx](#)

## ORDINANCES

Ordinances Amending Chapter 3, Article IV, Section 3-150, Pre-Tow Hearing; Inoperable or Abandoned Vehicles and Chapter 3, Article II, Section 3-50; Vehicle Immobilization and Impoundment and Chapter 19, Article II, Section 6 Illegally Parked, Abandoned, Inoperable or Stolen Vehicles of the City of Joliet Code of Ordinances [TMP-8854](#)

**Attachments:** [Ordinance](#)  
[ARTICLE IV. PRE TOW HEARING INOPERABLE OR](#)  
[ABANDONED VEHICLES.docx](#)  
[Ordinance Vehicle Immobilization.docx](#)  
[Ordinance Abandoned Vehicles.docx](#)

## RESOLUTIONS

Resolution Authorizing the Execution of a Memorandum of Understanding and Agreement and Business Associate Agreement Between the City of Joliet and the Will County Community Health Center [TMP-8800](#)

**Attachments:** [Resolution](#)  
[Will County - COJ -JFD community paramedic program -MOU -](#)  
[7-2025.docx](#)  
[Business Associate Agreement - Will County Joliet.docx](#)

Resolution Requesting Authorization to Accept a Grant to Assist Joliet's Tobacco Enforcement Program [TMP-8803](#)

**Attachments:** [Resolution](#)  
[Tobacco Enforcement Grant 2025.pdf](#)

Resolution Authorizing a FOID Enforcement Grant Program Agreement Between the State of Illinois ("State") and the City of Joliet ("Joliet") [TMP-8804](#)

**Attachments:** [Resolution](#)  
[FOID Grant 2025.pdf](#)

## NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

## PUBLIC COMMENTS

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

## **ADJOURNMENT**

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** TMP-8798

**Agenda Date:** 8/5/2025

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# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432



## Meeting Minutes - Pending Approval

Tuesday, July 1, 2025

5:30 PM

City Hall, Council Chambers

### Public Safety Committee

*Committee Members*

*Councilman Joseph Clement, Chairperson*

*Councilwoman Suzanna Ibarra*

*Councilwoman Jan Hallums Quillman*

**ROLL CALL**

**Present** Councilman Joe Clement and Councilwoman Jan Hallums Quillman  
**Absent** Councilwoman Suzanna Ibarra

ALSO PRESENT: Chief of Police William Evans and Deputy Chief of Fire John Stachelski

**APPROVAL OF MINUTES**

[TMP-8695](#)

Attachments: [Minutes 6-3-2025.pdf](#)

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilman Joe Clement, to approve COUNCIL MEMO #TMP-8695: Minutes 6/3/2025.

The motion carried by the following vote:

**Aye:** Councilman Clement and Councilwoman Hallums Quillman

**Absent:** Councilwoman Ibarra

**CITIZENS TO BE HEARD ON AGENDA ITEMS**

None

**AGENDA ITEMS**

Payment of First Due Invoice for Web Based Fire Inspection Services in the amount of \$112,793.51

[TMP-8735](#)

Attachments: [Joliet FD First Due Combined Invoice 6.16.25.pdf](#)

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilman Joe Clement, to recommend for approval COUNCIL MEMO #TMP-8735: Payment of First Due Invoice for Web Based Fire Inspection Services in the amount of \$112,793.51.

The motion carried by the following vote:

**Aye:** Councilman Clement and Councilwoman Hallums Quillman

**Absent:** Councilwoman Ibarra

**ORDINANCES**

None

**RESOLUTIONS**

Resolution Approving Intergovernmental Agreement with Plainfield Community Consolidated School District 202

[TMP-8700](#)

Attachments:     [Resolution](#)  
                          [IGA between Plainfield Consolidated School District.pdf.docx](#)

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilman Joe Clement, to recommend for approval COUNCIL MEMO #TMP-8700: Resolution Approving Intergovernmental Agreement with Plainfield Community Consolidated School District 202.

The motion carried by the following vote:

**Aye:**                 Councilman Clement and Councilwoman Hallums Quillman

**Absent:**            Councilwoman Ibarra

Resolution Approving the Execution of a Memorandum of Understanding Between the City of Joliet and the Joliet Job Corps Center

[TMP-8738](#)

Attachments:     [Resolution](#)  
                          [MOU Joliet Job Corp.doc](#)

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilman Joe Clement, to recommend for approval COUNCIL MEMO #TMP-8738: Resolution Approving the Execution of a Memorandum of Understanding Between the City of Joliet and the Joliet Job Corps Center.

The motion carried by the following vote:

**Aye:**                 Councilman Clement and Councilwoman Hallums Quillman

**Absent:**            Councilwoman Ibarra

## **NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION**

None

## **PUBLIC COMMENTS**

None

## **ADJOURNMENT**

A motion was made by Councilwoman Hallums Quillman, seconded by Councilman Clement, that this was adjourn.

The motion carried by the following vote:

**Aye:**                 Councilman Clement and Councilwoman Hallums Quillman

**Absent:**            Councilwoman Ibarra

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.





# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** TMP-8799

**Agenda Date:** 8/5/2025

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**Joliet Township VPCC Network  
Public Safety Committee  
Tuesday, August 5, 2025**



# Data Impact

## National Mass Shootings in 2024

According to the Gun Violence Archive, there were 491 mass shootings in the U.S. in 2024, a decrease from 656 in 2023. Mass shootings are defined as events where four or more people are shot, excluding the perpetrator.

## In Will County our database indicates the following homicide trends:

According to the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Illinois had 14,197 firearms recovered and traced in 2022. Among the top recovery cities, Joliet accounted for 291 traced firearms.

## Homicide Trends:

*2019:* 24 homicides – 19 involved firearms

*2020:* 35 firearm-related deaths in Will County

*2021–2023:* 22 homicides reported in Joliet Township

*2024:* Over 112 illegal firearms recovered from Joliet streets

## Recent Incidents (2025):

*June:* 13-year-old Manuel Perez fatally shot – first homicide of the year

*Summer:* 2 separate shootings injure 4 victims (ages 20–45)

*March:* Mass shooting at a gathering leaves 3 victims wounded

## Urgent Reality:

These incidents reflect a **growing public health and safety crisis**

- Immediate, trauma-informed, and community-driven solutions are critical

## Notable National Mass Shootings (24-25)

### Minnesota (June 2025):

Impostor police officer fatally shot former House Speaker & husband; Senator and wife critically wounded

- Two-day manhunt revealed political hit list

### Philadelphia (May 2025):

Mass shooting at Fairmount Park killed 2, injured 9 (teens included)

- Gunman used fully automatic weapon during Memorial Day event

### South Carolina (May 2025):

11 injured in mass shooting aboard Hurricane II party boat in Little River

### New Mexico (March 2025):

Car show shooting killed 3 teens, injured 15

- Triggered by dispute; suspects linked to gang and illegal guns

### Joliet, IL (Jan 2024):

Romeo Nance killed 8 (including 7 family members) across multiple homes

- Deadliest mass shooting in Illinois history

### Perry, IA (Jan 2024):

High school shooter (17) killed 6th grader and principal, injured several others

- Shooter died by suicide

### Apalachee, GA (Sept 2024):

14-year-old killed 2 students & 2 teachers, injured 7

- Father later indicted for supplying the firearm

### Birmingham, AL (Sept 2024):

Drive-by shooting outside hookah lounge killed 4, injured 17

-22-year-old charged with capital murder and attempted murder

# VPCC OVERVIEW

**Reimagine Public Safety Act:** is designed to support Community Areas in Chicago and Municipalities across Illinois that are disproportionately impacted by firearm violence with community-based supports that address the following:

1. High-risk youth intervention programs that have been proven to reduce involvement in the criminal or juvenile justice system, referrals of teens into therapeutic programs that address trauma recovery, and other mental health services.
2. Violence prevention services, including street-based violence interruption work, emotional or trauma-related therapy, housing, employment, job training/placement, family engagement, and wraparound support services.
3. Youth development programs, including after school and summer programming to increase school attendance and school performance, reduce criminal justice system involvement, and build social emotional persistence and intelligence.
4. Trauma recovery services for young people, funded by Medicaid and designed and implemented by the Department of Healthcare and Family Services, to address trauma recovery from chronic exposure to firearm violence. A team-based model of care includes case management and school support services, group and individual therapy, and evidence-based family systems interventions.

**VPCC** stands for **Violence Prevention Coordinating Council**. These councils are integral to the state's efforts under the Reimagine Public Safety Act (RPSA) to reduce firearm violence through community-based strategies.

Each VPCC is established within designated municipalities across Illinois, particularly in areas identified as having high rates of firearm violence. The councils are responsible for coordinating violence prevention resources, fostering collaboration among service providers, and developing strategic plans to address local safety concerns.

VPCCs are composed of diverse members, including local government officials, public health experts, community residents, and representatives from organizations involved in violence prevention, mental health, and youth development

# VPCC Objectives

## 1. Establish and Sustain the VPCC Structure

- Transition existing Local Advisory Councils (LACs) into formalized VPCCs within each municipality.
- Develop and implement bylaws, strategic plans, and other governance documents to guide VPCC operations.
- Ensure the inclusion of diverse stakeholders, including representatives from local government, public health, community organizations, and residents from areas with high concentrations of firearm violence.

## 2. Facilitate Regular Convenings and Strategic Planning

- Organize monthly meetings to discuss progress, challenges, and strategies related to violence prevention.
- Develop agendas informed by VPCC members and document meeting outcomes to track priorities and action items.
- Engage RPSA-funded service providers and other relevant organizations in collaborative planning efforts.

## 3. Coordinate Community-Based Violence Prevention Efforts

- Promote effective collaboration among providers in disciplines such as violence prevention, mental health, and youth development.
- Support the planning and implementation of initiatives aimed at reducing firearm violence and increasing public safety.
- Convene emergency response meetings as needed to address immediate concerns related to community violence.

## 4. Enhance Service Integration and Resource Allocation

- Facilitate the development of formal agreements among service providers to ensure integrated and comprehensive support for individuals affected by violence.
- Assist in asset mapping and resource allocation to address identified community needs effectively.

## 5. Engage in Data-Informed Decision Making

- Utilize firearm-related data and evidence-based practices to inform the development and implementation of violence prevention strategies.
- Provide regular updates to the Office of Firearm Violence Prevention (OFVP) on planning efforts, outcomes, and community impact.

# Flex Funds OVERVIEW

**\$490,000** of the **Reimagine Public Safety Act (RPSA) Emergency Victims Flex Fund** were recently awarded to Joliet Township to provide rapid, flexible, and trauma-informed financial assistance to individuals and families directly impacted by gun violence. This fund is designed to prioritize equity and accessibility for residents in historically underserved and high-risk RPSA communities, where systemic disinvestment has often left critical gaps in victim support.

## **Rapid, Equitable Support for Gun Violence Victims**

- Provides immediate and flexible financial assistance to victims of gun violence and their families
- Prioritizes underserved and high-risk RPSA communities facing systemic barriers
- Fills critical gaps in services by complementing existing state and local victim support systems
- Enhances the collective impact of Illinois' violence prevention and victim response efforts

## **Fund Objectives**

### **Advance Financial Equity**

- Target communities most disproportionately affected by gun violence
- Address long-standing barriers to emergency financial relief

### **Streamline Access & Responsiveness**

- Rapid delivery of trauma-informed assistance
- Maintain full compliance with Illinois and federal regulations

### **Ensure Accountability & Transparency**

- Fair, data-informed distribution of funds
- Adhere to fiscal best practices and financial equity standards

# CROSS SECTOR COLLABORATION



# VPCC UPDATES AND OPPURTUNITIES

## 2025 Training Modules

### •Increased Funding Update

- Overview of new funding allocations
- \$490,000 Flex Funds and \$150,000 Behavioral Health
- Strategic priorities for expanded programming

### •Community Liaison/Program Data Specialist Update

- Open Positions

### •Partnerships (MOUs and Sector Partners) Update

- Expansion of sector collaboration to strengthen services

### •Community Safety Action Plan (CSAP) Update

- Key initiatives and timelines
- Integration with broader violence prevention strategies

### •Modules and Trainings Update

- New training modules launched
- Collaboration with CERT and Director John Lukancic

School and  
Workplace Active  
Shooter  
Preparedness

Emergency  
Response &  
Incident Command  
Systems

Trauma Informed  
Mass Shooting  
Response

Violence  
Interruption &  
Conflict Mediation

Victim and Family  
Assistance in Crisis  
Situation

Social Media  
Threat Assessment  
and Intervention

Public Health  
Approach to Gun  
Violence

Hospital-Base  
Violence  
Intervention  
Training (HVIPs)

Community-Base  
Crisis Intervention  
Teams



## Memo

**File #:** TMP-8769

**Agenda Date:** 8/5/2025

**TO:** Public Safety Committee

**FROM:** Sherrie Blackburn, Deputy Chief of Police

**SUBJECT:**

Approval of a Sole Source Agreement with Blue Line Professional Consultants LLC

**BACKGROUND:**

On May 3<sup>rd</sup>, 2022, the City Council approved the police department entering into a sole-source agreement with Blue Line Professional Consultants, LLC. The 2026 agreement is recurring, and recommended by Illinois House Bill 3653, which provides mental health screening services to all law enforcement officers annually and meets the Illinois State Standards Board training mandate. Last year, in 2024, this service was expanded to include our civilian staff, such as 911 Communication Dispatchers, FOIA analysts, and front desk personnel who regularly experience the same stresses and conflicts our sworn personnel encounter. The service expansion received full support from this committee and full council approval on March 19<sup>th</sup>, 2024.

**CONCLUSION:**

Blue Line Professional Consultants LLC will provide mental health screening and services to all sworn and civilian police personnel. Blue Line Professional Consultants has qualified licensed personnel with the expertise and cultural competence necessary to work with law enforcement and civilian staff. Blue Line Professional Consultants currently provides the same services to other law enforcement agencies within Will and Grundy counties. Blue Line Professional Consultants has supplied a Vendor/Subcontractor agreement for the police department, which states it will charge \$165.00 per department member. The police department has authorized staffing for two hundred eighty-six (286) officers and approximately fifty (50) 911 dispatchers, front desk personnel, and FOIA Analysts.

Section 2-438 of the City of Joliet Code of Ordinance states that purchases over \$25,000 may be awarded without written specifications or bidding under certain circumstances. Two (2) of these circumstances apply:

- (a) Purchases which may only be practicably made from a single source;
- (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council;

Funds are available from the Professional Services Account (Org:06001000, Object:523300)

**RECOMMENDATION:**

Based upon the above, it is recommended that the Mayor and City Council approve the reoccurring sole source agreement between Blue Line Professional Consultants LLC and the Joliet Police Department.

VENDOR/SUBCONTRACTOR AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between BLUE LINE PROFESSIONAL CONSULTANTS LLC ("Blue Line") and the law enforcement agency of Joliet Police Department ("the Agency").

WITNESSETH

WHEREAS, Illinois House Bill 3653 provides, in pertinent part, that each law enforcement agency in the State of Illinois provide certain mental health screening services to each of its personnel, on an annual basis; and

WHEREAS, Blue Line is in the business of providing the necessary mental health screening services required by state law to law enforcement agencies' sworn personnel; and

WHEREAS, Blue Line possesses the knowledge and expertise necessary to provide the mental health screening services required by state law to law enforcement agencies' sworn personnel; and

WHEREAS, Blue Line can provide the qualified personnel and expertise required under State law to provide the required mental health screening services, with each provider fully licensed to provide those services; and

WHEREAS, Blue Line desires to become the Agency's exclusive provider of the required mental health screening services to sworn law enforcement personnel, in accordance with the requirements of state law and in accordance with the terms and conditions fully set forth hereinafter; and

WHEREAS, the Agency desires to exclusively retain Blue Line to provide its knowledge, information, expertise and efforts to provide the mental health screening services required by state law to law enforcement agencies' sworn personnel and to do all other things necessary to insure the Agency's compliance with the screening requirements of state law; and

WHEREAS, the Agency and Blue Line desire that the relationship between them be and remain that of a vendor/subcontractor/independent contractor and not an employee;

WHEREAS, the parties acknowledge and agree that the services to be provided by Blue Line in accordance with this

agreement are meant to satisfy the new mental health screening requirements contained in the provisions of House Bill 3653 and not as a substitute for the normal evaluation, assessment, monitoring and supervision of sworn law enforcement personnel typically required and undertaken by the agency for which they work;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties to this agreement, it is hereby agreed as follows:

1. **Term of Agreement.** The Agency does hereby agree to retain Blue Line, as its exclusive provider of mental health screening services for its personnel, for a period of JAN 2024 year(s), commencing on December, 2026 or until the agreement is otherwise terminated.

2. **Nature and Scope of Relationship.** This agreement shall be between Blue Line and the Agency, as a vendor/subcontractor, not as an employee. As a vendor/subcontractor to the Agency Blue Line hereby agrees to devote the time necessary to complete the required mental health screenings to the **Agency's sworn and civilian personnel** in accordance with the provisions of this contract.

3. **Duties and Responsibilities of the Agency.** Blue Line and the Agency agree that the Agency shall be responsible for the following:

(a) Providing to Blue Line a list of the sworn personnel to which the mental health screening requirement applies ("covered personnel") and promptly notifying Blue Line, in writing, of any additions or deletions thereto, which will allow Blue Line to maintain a reasonably up-to-date list of sworn personnel subject to the mental health screening requirements ("the roster of covered personnel")

(b) To schedule each of its covered personnel, with sufficient time and availability, to participate in and complete the required mental health screening on the dates and times agreed to between Blue Line and the agency, on an annual basis,

(c) Provide an on-site (or off-site, as agreed) private, secure physical location(s) ("the screening room(s)"), suitable for conducting the mental health screenings, and in which

confidentiality may be appropriately maintained for the participants, in which Blue Line may conduct the required screenings,

(d) Provide reasonable and adequate times in which the screening room(s) is/are exclusively available to Blue Line for the purpose of conducting the required mental health screenings,

(e) Providing a schedule to Blue Line (with times and dates, in increments agreed to by Blue Line and the agency) of the participants, and scheduled times for each of their mental health screenings, not less than 48 hours prior to the commencement of the screenings,

(f) Scheduling any necessary makeup mental health screenings for those covered persons who failed to make their regularly scheduled appointment(s),

(g) Identifying from time to time, in writing, the person at the Agency to whom Blue Line shall provide the necessary reports required under this agreement and Illinois law,

(g) Provide anything else necessary for Blue Line to schedule, conduct and complete the required mental health screenings and reporting,

4. **Duties and Responsibilities of Blue Line.** Blue Line and the Agency agree that Blue Line's responsibilities in providing the mental health screening services to the Agency's sworn personnel will be as follows:

(a) Promptly acknowledging, in writing, receipt of the list of sworn personnel subject to the mental health screening requirements, and any additions or deletions thereto, and maintaining a list which includes those additions and deletions ("the current roster of covered personnel"), to be provided to the Agency upon reasonable written request,

(b) Maintaining a list of covered personnel subject to the mental health screening requirements and the current status of each. That list, which shall be kept reasonably up-to-date and made available to the Agency upon reasonable written request, shall include: (i) the date that person was added to the list, (ii) each scheduled date for a screening, (iii) each missed date for a screening, and (iv) the date of a completed screening, and (v) the status of completion of the screening for each of those persons,

(c) Establishing an agreed schedule for the required annual mental health screenings with the agency and making sufficient personnel available to complete the mental health screenings at the agreed dates and times,

(d) Establishing an agreed day(s), annually, for making up/completing those mental health screenings which were not completed at the regularly scheduled dates and times and making sufficient personnel available to complete those screenings,

(e) Providing sufficient qualified personnel ("the screener(s)") to perform the required mental health screening of each member of the then current roster of covered personnel ("screened person"), on the times and dates agreed to by the agency and Blue Line, in accordance with the schedule of individual appointments provided to Blue Line by the agency,

(f) Providing any and all necessary and required references, recommendations or referrals to each screened person, as determined by Blue Line personnel during the screening, in accordance with the requirements and guidelines for mental health providers and all applicable Illinois laws,

(g) Should a screened person, in the sole determination or discretion of the screener, express or present a present danger to himself or others, or as an immediate threat to life or safety of a child, elder or other protected person, the screener and Blue Line shall make an immediate report to the appropriate law enforcement and/or mental health agency/provider as required by applicable law, standards and guidelines for mental health providers and document the same,

(g) Providing a written report, in whatever format designated by the Agency, on an annual basis, which shows the status of the screening of each member of the then current roster of covered personnel,

5. **Services Not Included Or Prohibited.** Blue Line and the Agency agree that Blue Line's duties and services provided shall not include, and Blue Line shall be specifically prohibited from:

(a) Any reporting to any other agency, firm, treatment provider or person, other than the designated person at the Agency pursuant to this agreement, regarding the mental health screening services provided under this agreement

(b) Providing any diagnosis or treatment, of any kind or nature, of any mental health condition, for any of the covered personnel or screened persons to which Blue Line has provided mental health screening services pursuant to this agreement,

(c) Making any assessment or determination, for any purpose, for any of the covered personnel or screened persons to which Blue Line is providing mental health screening services pursuant to this agreement, of fitness for duty or any similar assessment or determination,

(d) Any other service not required by the mental health screening provisions of House Bill 3653 or Illinois law.

6. **Provision and Ownership of Information Regarding Personnel.** The Agency agrees to provide all information which it now possesses or generates during this agreement regarding the sworn personnel to be covered under this agreement which is reasonably necessary for Blue Line to provide the mental health screening services contemplated to be provided by this agreement and Blue Line agrees that all such information so provided shall be received and held in the strictest confidence and in accordance with the requirements and provisions of all applicable local, state and federal laws and regulations.

7. **Payments for Services By the Agency.**

A. **Rate.** Blue Line and the Agency agree that as compensation for the services rendered by Blue Line to the Agency, the Agency agrees to pay to Blue Line a fee ("the fee") calculated and paid as set forth below.

B. **Calculation of Amounts Due.** Amounts due for services rendered under this agreement shall be calculated as follows:

Each completed mental health screening session .....  
\$ 165.00

Each missed but scheduled screening session .....  
\$ 165.00

Each late arrival but scheduled screening session ...  
\$ 165.00  
(late = more than 15 minutes after scheduled start time)

Mileage will also be charged at the federal mileage rate.

C. Payment Terms. All sums due under this section as a fee shall be due and payable by the Agency to Blue Line no later than 30 days after the receipt of invoice.

8. Record Keeping and Reporting. As part of the services provided by Blue Line pursuant to this contract, Blue Line agrees to compile, keep and maintain the following records for the time period required by law, but not less than three years, and thereafter such records will be destroyed.

A. Lists of Personnel Served. All law enforcement personnel, designated by agency, which have been disclosed to Blue Line as eligible for mental health screening pursuant to Illinois law.

B. Services Performed. All screening scheduled and completed for each person referred for same to Blue Line and the recommendations or referrals made in connection with such screening.

C. Reporting. All reporting made to any agency for which Blue Line has performed mental health screening services pursuant to this agreement.

9. Termination of Agreement. This agreement may be terminated in one of the following ways:

A. For Convenience. By either party, at any time, with ninety (90) days written notice via registered mail to the other.

B. For Cause. Blue Line may terminate this agreement at any time, without notice, for good cause, which includes, but is not limited to, the specific material breaches of this agreement enumerated herein, as well as any other material breaches of this agreement by the Agency which, in the sole opinion of Blue Line, constitutes malfeasance, self-dealing or conduct detrimental to Blue Line, its business or its employees.

C. For Non-Renewal. If Blue Line exercises, in writing, within the time period set forth herein, its option to non-renew, this agreement shall automatically terminate one year after dated unless and when Blue Line elects to renew on terms

and conditions agreeable to the parties, by executing a new, written agreement with The Agency.

D. Death or Disability of the Principals of Blue Line. If, at any time during the period covered by this agreement, one or more of the principals of Blue Line shall die or become disabled, physically or mentally, to such a degree that their ability to perform or fulfill any of the obligations required by this agreement, or to otherwise fully and completely perform all things required by this agreement, shall be materially or substantially affected (in the sole opinion of Blue Line), Blue Line may terminate this agreement, effective upon written notice of termination under this paragraph from Blue Line to The Agency. In the event of a termination by Blue Line under this paragraph, the Agency and Blue Line agree that Blue Line shall have no further obligation to perform for or pay to the Agency, or anyone else, any additional sums under this contract.

E. Bankruptcy or Insolvency. In the event that, at any time during the period covered by this agreement, Blue Line shall file a petition for relief under the United States Bankruptcy Code (or shall have an involuntary petition filed against him) or shall declare or become insolvent or execute a general assignment for the benefit of her creditors, this agreement shall automatically terminate. In the event of a termination under this paragraph, the Agency and Blue Line agree that Blue Line shall have no further obligation to perform for or pay to the Agency, or anyone else, any additional sums under this contract.

10. Renewal of Agreement. This agreement shall renew, for an additional one (1) year period, under the same terms and conditions then in effect upon the agreement of both parties.

11. Enforcement of Agreement; Payment of Fees and Costs. The parties agree that Blue Line shall retain, at all times, the right to seek an injunction, and any other appropriate judicial relief, to enforce the terms of this agreement. In the event that Blue Line must seek judicial relief to enforce any of the terms and provisions contained in this agreement, the Agency agrees to indemnify and hold Blue Line harmless for all costs and expenses incurred in association therewith and further agrees to pay all costs and attorney's fees incurred by Blue Line in connection with the enforcement of this agreement.

12. **Indemnification.** The Agency agrees to defend, indemnify and hold harmless Blue Line, and its members, officers and employees, against any and all liability, loss, costs, damages, expenses or claims, including attorney's fees, which it may hereafter sustain, incur or be required to pay, arising in whole or in part out of the provision of services pursuant to this agreement.

13. **Notices.** All notices contemplated or required by this agreement shall be in writing and shall be served either personally or by certified mail, return receipt requested. The date of mailing, if by certified mail, shall be deemed the date of service. Notices shall be served at the following addresses, until written notification of change by either party to the other:

Blue Line:

The Agency:

Blue Line Professional  
Consultants LLC  
15518 Joliet Road  
Plainfield, Illinois 60544

14. **Governing Law.** This agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. All disputes under this Agreement will be exclusively resolved by the courts of the State of Illinois and the parties' consent to the jurisdiction of such courts, agree to accept service of process by mail and hereby waive any jurisdictional or venue defenses.

15. **Entire Agreement.** This instrument constitutes the entire agreement between the parties hereto. Any prior or other agreements, representations or negotiations between the parties not set forth herein are of no force and effect.

16. **No Oral Modification.** No amendment or modification of any of the provisions of this agreement will be effective unless made in writing specifically referring to this agreement and duly signed by an authorized representative of each party.

17. **Non-Assignability of Agreement.** This agreement shall not be assigned by either party without the prior written consent of the other party. The parties also agree that there shall be no assignment of any money due or to become due under this agreement to any party.

18. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement. Should any provision or partial provision be found illegal or unenforceable for being too broad with respect to its duration, scope or subject matter, said provision or partial provision will be deemed and construed to be reduced to the maximum duration, scope or subject matter permitted by law.

19. **Headings.** All headings and titles to articles, paragraphs and sub-paragraphs are for convenience and information only and are not to be considered as substantive parts of this agreement.

+ Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BLUE LINE PROFESSIONAL  
CONSULTANTS LLC, an Illinois  
limited liability company

By: \_\_\_\_\_  
Bonnie McPhillips  
Managing Member

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

Subscribed and sworn to before  
before  
me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

Subscribed and sworn to  
me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public





Memo

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**File #:** TMP-8853

**Agenda Date:** 8/5/2025

---

**TO:** Public Safety Committee

**FROM:** William Evans, Chief of Police

**SUBJECT:**  
Approval of New Position

**Joliet Police Department- Digital Forensic-Crime Analyst (1 Position)**

The Digital Forensic-Crime Analyst will work directly with Detectives, Officers, other law enforcement partners, and the State's Attorney's Office. This position will report to the Deputy Chief of Investigations at the Joliet Police Department.

The Digital Forensic-Crime Analyst will perform electronic evidence and data processing to assist detectives with the investigation, analysis, and processing of digital or electronic evidence.

The Digital Forensic-Crime Analyst will need to track crime patterns, and trend correlations to plan with Administration for prevention and suppression of criminal activities.

The Digital Forensic-Crime Analyst will be responsible to report and testify in court on physical and digital evidence.

**FUNDING:**

In the 2025 Budget we currently have 24 Patrol Officer open positions. This position will be funded by using 2 of the open positions.

Because existing funds are already available, a budget amendment is not necessary.

**RECOMMENDATION:**

It is recommended that the Mayor and City Council approve the creation for the Digital Forensic-Crime Analyst position and authorize the Chief of Police to fill the vacancy.

## **POSITION DESCRIPTION**

**Class Title:** Digital Forensic-Crime Analyst  
**Department:** Police Department  
**Division:** Investigation  
**Reports To:** DC Matlock  
**Employee Status:** Full Time  
**Classification:** Management, Group II  
**Established:** July 2025

### **GENERAL PURPOSE**

To serve as the Digital Forensic Evidence, Data, and Crime Analyst; the employee will perform electronic evidence and data processing to assist detectives with the investigation, analysis, and processing of digital or electronic evidence. In addition, this employee will use a set of systematic, analytical processes directed at providing timely and pertinent information related to crime patterns and trend correlations to assist operational and administrative personnel in planning the deployment of resources for the prevention and suppression of criminal activities, aiding the investigative process, and the clearance of cases. The Crime Analyst will work with staff to assist with projects as directed, be responsible for performing specialized administrative or investigative work, and coordinate with various units or personnel within the agency.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Identify, process, analyze, and report on a wide variety of digital and electronic evidentiary items.
- Utilize technical knowledge, training, and experience to assist investigators with digital and electronic evidence.
- Develop and analyze a variety of data sources, including departmental data sets, open-source information and social media.
- Handle physical and digital evidence in legal and judicially acceptable manners.
- May be required to testify in court and travel to crime scenes.
- Provide courtroom testimony related to cases.
- Will work in concert with patrol and investigative functions by immediately leveraging available technological resources to address crime and critical incidents including but not limited to license plate readers (LPRs) and various camera sources available. Responds to requests for video evidence during/after critical incidents as well as post incident investigations.
- Research historical video evidence including officers Body Worn Cameras (BWCs), review, and share the same with the officers, State's Attorney's Office, or other law enforcement partners upon request. Accesses servers and storage media to locate specific video footage and then share files of the video for investigators and officers.
- Perform other duties as assigned or as necessary in the efficient and effective performance of the job functions.

## **MINIMUM QUALIFICATIONS**

### Education and Experience:

- Two (2) years' experience in a field such as data analysis, computer forensics, cell phone forensics, or law enforcement experience with concentration in digital forensics/investigations.
- Ability to obtain core certifications in computer, digital, or cell phone forensics within the first year of hire. Additional certifications may be attained as budgetary and staffing constraints allow.

### Necessary Knowledge, Skills and Abilities:

- Effective writing skills to compose, compile and maintain reports in writing so that the product is timely, accurate and understandable to others.
- Time management skills to manage and organize thoughts, information and resources into a logical sequence or workable plan of action.
- Must obtain CCO, CCPA, CCME within the first year, and;
- Have the skills and capability to obtain certification in computer or cellular forensics. (e.g., CFCE, GCFE, EnCE, MCFE, GASF, CCCE, CCRS). This list is not all inclusive and additional certifications may be required to fulfill job duties as technology and systems change.
- Ability to obtain and maintain LEADS access.
- Ability to proficiently use FLOCK and other LPR systems.
- Ability to present ideas clearly and concisely both verbally and in writing and email.
- Ability to interact with others in a professional and business-like manner.
- Ability and willingness to adapt to changing circumstances and needs as the situation necessitates.
- Ability to work independently, with minimal supervision and strong decision-making skills.
- Ability to understand and follow through on verbal or written instructions, and to accurately relate instructions in full or in part to other staff.
- Ethical and professional conduct, utilizing discretion, sound judgement, fairness, respect and integrity.
- Accountability for the information and data being handled.
- Ability to prepare accurate and comprehensive reports.
- Posses and maintains a valid driver's license.

## **SPECIAL REQUIREMENTS (Desired)**

*Certifications defined per the certifying entity or vendor:*

Certified Forensic Computer Examiner (CFCE) certification program is based on a series of core competencies in the field of computer/digital forensics.

The GIAC Certified Forensic Examiner (GCFE) certification validates a practitioner's knowledge of computer forensic analysis, with an emphasis on core skills required to collect and analyze data from Windows computer systems.

## GIAC Advanced Smartphone Forensics (GASF)

The EnCase™ Certified Examiner (EnCE) program certifies both public and private sector professionals in the use of Opentext™ EnCase™ Forensic. EnCE certification acknowledges that professionals have mastered computer investigation methodology as well as the use of EnCase software during complex computer examinations.

MCFE certification is an accreditation that showcases an examiners' expert-level competence with Magnet Forensics products to peers, internal stakeholders and external audiences, including legal teams or clients.

The Cellebrite Certified Operator (CCO) course is a 2-day intermediate level certification program which builds on the CMFF course concepts. This course is designed for participants tasked with extracting data in a forensically sound manner using UFED Touch or UFED 4PC.

The Cellebrite Certified Physical Analyst (CCPA) course is a 3-day advanced level program designed for technically savvy investigators, digital evidence analysts and forensic practitioners. As this course focuses on the analysis and advanced search techniques using Physical Analyzer, participants will not be conducting extractions from devices in this course. Physical Analyzer software will be used extensively to explore recovered deleted data, database contents, advanced search and analysis techniques, verification and validation, and reporting.

The Cellebrite Certified Mobile Examiner (CCME) track is designed to prepare practitioners with the knowledge, skills and abilities of mobile device forensics and investigations.

The Cellebrite Certified Computer Examiner (CCCE) track is designed to prepare practitioners with the knowledge, skills and abilities of computer device forensics and investigations. These course tracks also prepare the candidate to utilize Cellebrite's Digital Collector and Inspector technology to conduct extractions, analyze findings, and prepare reports for legal proceedings.

The Cellebrite Certified Recovery Specialist (CCRS) track is a hardware-based track designed to prepare practitioners with the knowledge, skills, and abilities to identify potential electronic evidence, properly collect data and extract data on multiple digital devices – including smart devices, vehicle GPS, drones, IoTs, and many others. These course tracks also prepare to recover destroyed or encrypted evidence using destructive and non-destructive methods.

## **TOOLS AND EQUIPMENT USED**

Telephone, personal computer, copy machine, fax machine, video/audio equipment, and any other tools of the profession which may come into common use or be necessary to perform needed tasks.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk, use hands, fingers, handle, or operate objects, tools or

controls, and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level in the work environment is moderate.

**SELECTION GUIDELINES**

Formal application, rating of education and experience, oral interview and reference check; job related test may be required;  
Must be able to furnish information for and pass a background investigation and sign a department confidentiality statement.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approvals:

\_\_\_\_\_  
Police Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** TMP-8854

**Agenda Date:** 8/5/2025

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**TO:** Public Safety Committee

**FROM:** William Evans, Chief of Police

**SUBJECT:**

Ordinances Amending Chapter 3, Article IV, Section 3-150, Pre-Tow Hearing; Inoperable or Abandoned Vehicles and Chapter 3, Article II, Section 3-50; Vehicle Immobilization and Impoundment and Chapter 19, Article II, Section 6 Illegally Parked, Abandoned, Inoperable or Stolen Vehicles of the City of Joliet Code of Ordinances

**BACKGROUND:**

The Joliet Police Department conducts reviews of the City of Joliet Administrative Code to audit the relevance and effectiveness of the Code. The Joliet Police Department follows best practices in ensuring that the Code is consistent throughout. The proposed amendments to Chapter 3 establish that a pre-tow hearing regarding abandoned/inoperable vehicles must be requested in writing and such hearing will be held by representatives of the city legal department before said vehicle is towed. Also amended in Chapter 3 is language regarding illegally parked vehicles and states that if the registered owner of a vehicle is liable for 10 or more parking violations, the vehicle may be immobilized/impounded. The proposed amendment to Chapter 19 clarifies the procedure for removing abandoned/inoperable vehicles throughout the city and states that an abandoned/inoperable vehicle on private property and in view of the public may be towed or impounded after 14 days. If on public property, the vehicle may be towed or impounded after 7 days.

**CONCLUSION:**

These ordinances are intended to eliminate nuisances caused by illegally parked and abandoned/inoperable vehicles throughout the city. The proposed amendments are intended to clarify procedures regarding the removal of nuisance vehicles. A review of the abandoned vehicle and nuisance vehicle codes of neighboring communities reveals that this proposed change is not uncharacteristic within the surrounding area.

**RECOMMENDATION:**

Based on the above it is recommended that the Mayor and City Council approve the amended ordinances.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 3, ARTICLE IV, SECTION 3,  
PRE-TOW HEARING; INOPERABLE OR ABANDONED VEHICLES OF THE CITY OF  
JOLIET CODE OF ORDINANCES**

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**WHEREAS**, the City of Joliet is a home rule unit under the Illinois Constitution of 1970; and

**WHEREAS**, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morales and welfare; and

**WHEREAS**, the Mayor and City Council of the City of Joliet, Illinois (City) have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, the Mayor and City Council recognize the need to update the Code of Ordinances from time to time; and

**WHEREAS**, the Mayor and City Council have seen fit to regulate abandoned and inoperable vehicles on public and private property; and

**WHEREAS**, the Mayor and City Council have seen fit to ensure the public have the opportunity to contest the tow of any inoperable or abandoned vehicle; and

**WHEREAS**, the Mayor and City Council have the authority to adopt ordinances to expedite the towing and disposal of abandoned or inoperable vehicles on public and private property within the City, in order to promote the safety and welfare of the citizens of the City of Joliet; and

**WHEREAS**, the Mayor and City Council declare abandoned and inoperable vehicles on public and private property a public nuisance.

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:**

**SECTION 1:** The Mayor and City Council hereby find that the recitals contained in the remainder of this Ordinance are true, correct and complete and are hereby incorporated into this Ordinance by reference.

**SECTION 2:** That Chapter 3, Article IV, Section 3-150, paragraph (a) and (b), shall be amended as follows:

- (a) An owner of a vehicle, or any part thereof, which is abandoned or inoperable, on private property, and in view of the general public, that has been declared a nuisance and unlawful, shall be entitled to both a pre-tow emergency review hearing and a pre-tow administrative hearing prior to removal and impoundment of the vehicle.
- (b) The owner must request the pre-tow emergency review hearing, in writing, within three (3) calendar days from the date of notice of the City's intent to tow and impound the vehicle. The owner of a vehicle shall have the right to an emergency review, which shall be conducted by a representative of the city legal department within two (2) business days of receipt of a written demand from the person seeking the review or by agreement.
  - 1) The payment of the administrative fee, if any, shall constitute a waiver of the pre-tow emergency review.
  - 2) The scope of the review shall be limited to a determination of procedural integrity, and the existence of probable cause to support the violation for which the vehicle was towed and impounded.
  - 3) The pre-tow emergency review shall be conducted in an informal manner and is not bound by technical rules of evidence.
  - 4) The representative of the legal department shall have the authority to settle the claim.
  - 5) Failure of the registered owner or person who has legal entitlement to possession of the vehicle to request or attend the scheduled pre-tow emergency review shall be deemed a waiver of the right to such a review.
  - 6) After a finding of probable cause, upon a timely filed written request, the owner has the right to appeal the decision to an administrative hearing.
- (c) An owner of a vehicle, or any part thereof, which is abandoned or inoperable, on private property, and in view of the general public, that has been declared a nuisance and unlawful, shall be entitled to a pre-tow administrative hearing prior to removal and impoundment of the vehicle. The owner must request the pre-tow administrative hearing, in writing, within 7 (seven) calendar days from the date of notice of the City's intent to tow and impound vehicle.
- (d) Such notice may be given in any of the following manners:
  - 1) Affixing a "police tow" notice on the vehicle;
  - 2) Personal service of the notice on the owner or any person in charge or control of said property; or
  - 3) Sending notice by regular and certified mail to the owner or any person in charge of control of said property.

**SECTION 3:** That Chapter 3, Article IV, Section 3-151, paragraphs (c) and (d) be amended as follows:

- (a) A pre-tow administrative hearing shall be conducted pursuant to the terms of section 3-13, Administrative hearings. Said hearing shall be conducted on the next available administrative hearing date.
- (b) At a pre-tow administrative hearing, the authorized official's report shall be considered prima facie correct. The administrative hearing officer shall only determine that as to the vehicle in question either:
  - (1) There is probable cause to impound and tow the vehicle; or
  - (2) There is no such probable cause.
- (c) The city shall carry the burden of establishing that there is probable cause to impound and tow the vehicle in question. All interested persons shall be given a reasonable opportunity to be heard at the hearing. At the conclusion of the hearing, the hearing officer shall prepare a written decision. Failure of the registered owner or person who has legal entitlement to possession of the vehicle to request or attend a scheduled pre-tow administrative hearing shall be deemed a waiver of the right to such hearing.

**SECTION 4:** That Chapter 3, Article IV, Section 3-152, paragraph (a) be amended as follows:

- (a) In the event that the hearing officer determines that there is just cause to impound and tow the vehicle, the hearing officer shall prepare and date a certificate of just cause which will permit the authorized official to impound and tow the vehicle.
- (b) In the event that the hearing officer determines that there is no just cause to impound and tow the vehicle, the hearing officer shall prepare and date a certificate of no just cause which will prohibit the authorized official from impounding and towing the vehicle.
- (c) Copies of the certificate of just cause or the certificate of no just cause, whichever is appropriate, shall be given to the registered owner or person who has legal entitlement to possession of the vehicle and the authorized official.
- (d) If an administrative fee is imposed, the fee shall constitute a debt due and owing the city. Said debt shall be collectible pursuant to the terms of this chapter.

**SECTION 5:** In the event that any provision or provisions, or portion or portions of this ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions or portions of this ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions.

**SECTION 6:** All ordinances directly in conflict with the terms of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 7:** This Ordinance shall be deemed severable and the invalidity of any portion hereof shall not invalidate the remainder.

**SECTION 8:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

***PASSED*** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

***VOTING YES:*** \_\_\_\_\_

***VOTING NO:*** \_\_\_\_\_

***NOT VOTING:*** \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 3-50 OF CHAPTER 3, ARTICLE II,  
VEHICLE IMMOBILIZATION AND IMPOUNDMENT OF THE CITY OF JOLIET CODE  
OF ORDINANCES**

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**WHEREAS**, the Mayor and City Council of the City of Joliet, Illinois (City) has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs;

**WHEREAS**, the Mayor and City Council recognize the need to update the Code of Ordinances from time to time; and

**WHEREAS**, the City of Joliet is a home rule unit of local government.

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:**

**SECTION 1:** The Mayor and City Council hereby find that the recitals contained in the remainder of this Ordinance are true, correct and complete and are hereby incorporated into this Ordinance by reference.

**SECTION 2:** That Section 3-50 of Chapter 3, Article II, shall be amended as follows (increasing the number of unpaid parking tickets from five (5) to ten (10) in order to immobilize or tow vehicle):

[Amended language in bold]

**Sec. 3-50. Vehicle immobilization and impoundment.**

(a) *Pre-immobilization and pre-tow procedures.* Any motor vehicle whose registered owner has been determined to be liable for **ten (10)** or more parking, vehicular standing, or compliance regulation violations for which the fines or penalties assessed remain unpaid may be immobilized or towed and impounded if:

- (1) The traffic compliance administrator has determined that a person has determined to be liable for **ten (10)** or more violation notices for which the fines or penalties remain unpaid.
- (2) The person is determined to be liable for **ten (10)** or more violations is the registered owner of a motor vehicle located within the corporate limits of the City of Joliet (but the vehicle need not be registered to an address located within the City of Joliet).

- (3) A pre-immobilization or pre-towing notice has been sent to the registered owner of the motor vehicle, which contains at least, but not limited to, the following:
- a. That a final determination has been made on **ten (10)** or more parking, standing, or compliance violations for which the fines or penalties remain unpaid.
  - b. A listing of the violations for which the person has been determined liable, which shall include for each violation:
    - i. The violation notice number.
    - ii. Date of issuance.
    - iii. Total amount of fines and penalties assessed and that remain unpaid.
  - c. That the motor vehicle owned by the person is subject to immobilization and towing and impoundment if the fines and penalties are not paid within, but no later than fourteen (14) days of the date of the notice.
  - d. That the registered owner may contest the validity of the notice and the impending immobilization or tow by filing and signing a request for hearing with the traffic compliance administrator within but not later than fourteen (14) days of the date of the notice. The request for hearing shall be deemed filed upon receipt by the traffic compliance administrator.

**SECTION 3:** In the event that any provision or provisions, or portion or portions of this ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions or portions of this ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions.

**SECTION 4:** All ordinances directly in conflict with the terms of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 5:** This Ordinance shall be deemed severable and the invalidity of any portion hereof shall not invalidate the remainder.

**SECTION 6:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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MAYOR

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CITY CLERK

**VOTING YES:** \_\_\_\_\_

**VOTING NO:** \_\_\_\_\_

**NOT VOTING:** \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 19, ARTICLE II, DIVISION 6,  
ILLEGALLY PARKED, ABANDONED, INOPERABLE OR STOLEN VEHICLES OF  
THE CITY OF JOLIET CODE OF ORDINANCES**

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**WHEREAS**, the City of Joliet is a home rule unit under the Illinois Constitution of 1970; and

**WHEREAS**, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morales and welfare; and

**WHEREAS**, the Mayor and City Council of the City of Joliet, Illinois (City) have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, the Mayor and City Council recognize the need to update the Code of Ordinances from time to time; and

**WHEREAS**, the Mayor and City Council have seen fit to regulate abandoned and inoperable vehicles on public and private property; and

**WHEREAS**, the Mayor and City Council have the authority to adopt ordinances to expedite the towing and disposal of abandoned or inoperable vehicles on public and private property within the City, in order to promote the safety and welfare of the citizens of the City of Joliet; and

**WHEREAS**, the Mayor and City Council declare abandoned and inoperable vehicles on public and private property a public nuisance.

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:**

**SECTION 1:** The Mayor and City Council hereby find that the recitals contained in the remainder of this Ordinance are true, correct and complete and are hereby incorporated into this Ordinance by reference.

**SECTION 2:** That Chapter 19, Article II, Division 6, Section 19-232, shall be amended to remove the definition of Inoperable Vehicle, modify the definition of Abandoned Vehicle and Unlicensed Vehicle as follows:

***Abandoned/Inoperable Vehicle*** means any vehicle, or part thereof, that is dilapidated, wrecked, dismantled, or in a state of disassembly or disrepair rendering the vehicle incapable of being legally or safely driven in its condition, left for such a time and under such circumstances so as to reasonably appear to have been abandoned or deserted, or a vehicle which does not have valid license plates or registration properly displayed or registration that is expired or suspended.

***Unlicensed Vehicle*** means any vehicle which does not have valid license plates or registration property displayed on the vehicle or any vehicle with registration that is expired or suspended.

**SECTION 3:** That Chapter 19, Article II, Division 6, Section 19-235, paragraphs (c) and (d) be amended as follows:

(c) A vehicle, or any part thereof, that is abandoned on public property, other than a highway, in view of the public, is declared a nuisance and unlawful. An authorized official is hereby permitted to remove or have removed said vehicle, in accordance with all applicable laws; provided however that no vehicle shall be towed or impounded until seven (7) days after an authorized official gives written notice of the intent to impound the vehicle to the registered owner(s) of the vehicle, if the vehicle has not been brought into compliance with the provisions of the division at the end of such time. Such notice may be given by any of the following:

- (1) Affixing a “police tow” notice on the vehicle;
- (2) By personally serving a copy of the notice on the owner(s) of the vehicle;
- (3) Sending a notice by regular and certified mail to the registered owner(s) of the vehicle at the address on file with Secretary of State, if the owner is reasonably ascertainable.

(d) A vehicle, or any part thereof, that is abandoned, discarded, dilapidated, inoperable, junked, partially dismantled, or wrecked, on private property, and in view of the general public, is declared a nuisance and unlawful. An authorized official is hereby permitted to remove or have removed said vehicle, in accordance with all applicable laws; provided however that no vehicle shall be towed or impounded until fourteen (14) days after an authorized official gives written notice of the intent to impound the vehicle to the registered owner(s) of the vehicle, if the vehicle has not been brought into compliance with the provisions of the division at the end of such time. Such notice may be given by any of the following:

- (1) Affixing a “police tow” notice on the vehicle;
- (2) By personally serving a copy of the notice on the owner(s) of the vehicle;
- (3) Sending a notice by regular and certified mail to the registered owner(s) of the vehicle at the address on file with Secretary of State, if the owner is reasonably ascertainable; or

**(4) Sending notice by regular and certified mail to the owner of such property where the vehicle is located, if the owner is reasonably ascertainable**

**SECTION 4:** That Chapter 19, Article II, Division 6, Section 19-239, paragraph (a) be amended as follows:

**(a) Except as provided otherwise in this division, a vehicle shall continue to be impounded until: (1) the administrative fee (if any) and any applicable towing and storage fees are paid, in which case the vehicle shall be released to the person who is legally entitled to possess the vehicle, or (2) the vehicle is sold or disposed of as provided by law.**

**SECTION 5:** That Chapter 19, Article II, Division 6, Section 19-240 be amended as follows.

**In addition to all other remedies, any person who violates, disobeys, neglects or refuses to comply with any provision of this section shall be subject to the penalties as provided in section 1-8 of this Code for each offense.**

**SECTION 6:** In the event that any provision or provisions, or portion or portions of this ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions or portions of this ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions.

**SECTION 7:** All ordinances directly in conflict with the terms of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 8:** This Ordinance shall be deemed severable and the invalidity of any portion hereof shall not invalidate the remainder.

**SECTION 9:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**VOTING YES:**

\_\_\_\_\_

**VOTING NO:**

\_\_\_\_\_

**NOT VOTING:**

\_\_\_\_\_



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** TMP-8800

**Agenda Date:** 8/5/2025

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**TO:** Public Safety Committee

**FROM:** Jeff Carey, Chief of Fire

**SUBJECT:**

Resolution Authorizing the Execution of a Memorandum of Understanding and Agreement and Business Associate Agreement Between the City of Joliet and the Will County Community Health Center

**BACKGROUND:**

The City of Joliet Health & Human Service divisions are operated under the auspices of the Joliet Fire Department (“JFD”) and encompass the JFD’s Community Paramedicine Program (“CPP”). The CPP seeks to connect residents experiencing a high risk of medical health, mental health, substance use, and general anxiety readmissions, to healthcare services. Examples of services provided by the CPP include vital signs assessment, consultation with doctors, home safety checks, and medication assistance. Additionally, the CPP assists citizens with basic needs and homelessness and supports programs within and around the Community.

It is the policy and practice of the City to continually partner with other providers in the community to maximize service delivery to residents. The JFD desires to collaborate with the Will County Community Health Center to provide in-home assistance services at no cost to qualifying residents in Will County, in accordance with grant requirements.

**CONCLUSION:**

The purpose of the referenced Memorandum of Understanding and Agreement is to outline the JFD’s Community Paramedicine Program and the terms of the Agreement between the Parties. The purpose of the related Business Associate Agreement between the Will County Community Health Center and the City of Joliet is to ensure HIPAA compliance.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve the Resolution to enter into the Memorandum of Understanding and Agreement and Business Associate Agreement between the City of Joliet and the Will County Community Health Center.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING  
AND AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT**

**BETWEEN**

**THE CITY OF JOLIET AND THE WILL COUNTY  
COMMUNITY HEALTH CENTER**

**WHEREAS**, the City of Joliet (“City”) is a Home Rule Municipality under and by virtue of the Constitution of the State of Illinois; and

**WHEREAS**, the Will County Community Health Center provides health services to adults, children and adolescents in Joliet with a mission to improve the health of the residents of Will County by providing access to quality integrated medical, behavioral health, and dental care through community collaboration, service and education; and

**WHEREAS**, the Joliet Fire Department’s Health and Human Services Division desires to collaborate with the Will County Community Health Center to provide in-home assistance services through the JFD Community Paramedicine Program at no cost to qualifying residents of Will County, in accordance with grant requirements; and

**WHEREAS**, it is appropriate for the City and the County to enter into a memorandum of understanding and agreement (“MOU”) regarding the services available from the Joliet Fire Department’s Community Paramedicine Program; and

**WHEREAS**, the proposed MOU is attached hereto and incorporated herein as Exhibit “A;”  
and

**WHEREAS**, it is appropriate for the City and the County to enter into a Business Associate Agreement (“BAA”) to ensure HIPAA compliance related to the services of the Joliet Fire Department’s Community Paramedicine Program; and

**WHEREAS**, the proposed BAA is attached hereto and incorporated herein as Exhibit “B;”  
and

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE  
CITY OF JOLIET, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** The City Manager is authorized to execute the MOU and BAA on behalf of the City of Joliet.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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**MAYOR**

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**CITY CLERK**

**VOTING YES:** \_\_\_\_\_

**VOTING NO:** \_\_\_\_\_

**NOT VOTING:** \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

AND

## AGREEMENT

This Memorandum of Understanding and Agreement (“Agreement”) is made by and between the Will County Community Health Center ("Health Center"), and the City of Joliet ("City"), an Illinois home-rule municipality, collectively referred to as the “Parties” herein.

### SECTION 1: Authority.

This Agreement is entered into pursuant to the authority granted under the Illinois Counties Code, specifically 55 ILCS 5/5-1005, 55 ILCS 5/5-11001, the Illinois Municipal Code, 65 ILCS 5/11-71-1, the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. and Article VII, Section 10, of the Illinois Constitution.

### SECTION 2: Term of Agreement.

This Agreement will become effective upon execution of said Agreement by both Parties, and shall remain in effect for a term of three (3) years. The Agreement may then be renewed for any number of subsequent one (1) year terms by mutual written agreement of the Parties. Either Party may terminate this Agreement at any time for no reason upon giving thirty (30) days written notice to the other Party.

### SECTION 3: Detailed Services.

The City of Joliet Health & Human Service divisions are operated under the auspices of the Joliet Fire Department (“JFD”) and encompass the JFD’s Community Paramedicine Program (“CPP”). The Community Paramedicine Program seeks to connect residents experiencing a high risk of medical health, mental health, substance use, and general anxiety readmissions, to healthcare services. Examples of services provided by the CPP include vital signs assessment, consultation with doctors, home safety checks, and medication assistance. Additionally, the CPP assists citizens with basic needs and homelessness and supports programs within and around the Community.

It is the policy and practice of the City to continually partner with other providers in the community to maximize service delivery to residents. The City and JFD desire to collaborate with the Will County Community Health Center to provide in-home assistance services at no cost to qualifying residents in Will County, in accordance with grant requirements.

SECTION 4: Compliance with Laws.

The City represents and warrants that all services provided comply with all applicable federal, state and local laws, ordinances, regulations and codes. See Business Associate Agreement, attached as Exhibit A to this Agreement.

SECTION 5: EEOC.

The Parties shall abide by the requirements of 41 C.F.R. 60-1.4(a), 60-300.5(a) and 60- 741.5(a), and the posting requirements of 29 C.F.R. Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

SECTION 6: Excluded Provider.

The City represents and warrants that neither the JFD, nor any of its employees or other contracted staff, has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). The listing of JFD or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's blocked list shall constitute "exclusion" for purposes of this paragraph. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

SECTION 7: Indemnification and Hold Harmless.

The parties shall mutually agree to defend, indemnify and hold the parties, their officers, employees and agents harmless from and against any and all damage, loss, cost or expense (including reasonable attorney's fees and court costs) and any liability therefore which may be incurred or sustained by the parties, their officers, employees or agents caused in whole or in part by any misrepresentation, willful or negligent act or omission whatsoever arising out of or resulting from conduct relating to this Agreement, except to the extent that such damage, loss, cost, expense or liability directly results from any misrepresentation or willful or wanton act or omission of the parties and their officers, employees, or agents. The obligations described herein shall not be construed to negate, abridge or otherwise reduce any other obligation or indemnity, or any immunity of defense that would otherwise exist as to any other party or person described in this Agreement.

SECTION 8: Notices.

All notices, demands, and requests required or permitted under the terms of this Agreement shall be in writing and shall be given or sent to:

**For the Will County Community Health Center:**

Chief Executive Officer  
Will County Community Health Center  
1106 Neal Avenue  
Joliet, IL 60433

**For the City of Joliet:**

City of Joliet  
Attn: Legal Department  
150 W. Jefferson Street  
Joliet, IL 60432

SECTION 9: Agreement Complete.

This written document contains the final and entire Agreement between the parties hereto and contains all of the terms and conditions agreed upon by the parties. No other Agreements, oral or otherwise, regarding the subject of this Agreement shall be deemed to exist or to bind the parties, it being the intent of the parties that neither shall be bound by any terms, conditions, or representation not herein written.

Will County Community Health Center    City of Joliet

\_\_\_\_\_

Stacy Baumgartner

Chief Executive Officer

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

\_\_\_\_\_

H. Elizabeth Beatty

City Manager

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

ATTEST:

ATTEST:

\_\_\_\_\_

Annette Parker, County Clerk

\_\_\_\_\_

Lauren O’Hara, City Clerk

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**Will County Health Department  
& Community Health Center**

**&**

**City of Joliet**

This BUSINESS ASSOCIATE AGREEMENT (the “BAA”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between Will County Community Health Center, an Illinois not-for-profit corporation and the Will County Health Department, an Illinois public health government agency, partnered collectively as a Federally Qualified Health Center (“Covered Entity”) and the City of Joliet (“Business Associate”), in accordance with the meaning given to those terms at 45 CFR §164.501. In this BAA, Covered Entity and Business Associate are each a “Party” and, collectively, are the “Parties”.

**BACKGROUND**

- I. Covered Entity is either a “covered entity” or “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, “HIPAA”) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- II. The Parties have entered into or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”).
- III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information (PHI).
- IV. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA.
- V. The Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Part 160 and Part 164, Subparts A and E (collectively, the “Privacy Rule”); and
- VI. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA, and other applicable laws.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. **Definitions.** For purposes of this BAA, the Parties give the following meaning to each of the terms in this Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.
  - A. “Affiliate” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity, as defined by HIPAA.
  - B. “Agreement” means a written agreement (other than this Business Associate Agreement) between Covered Entity and Business Associate under which Business Associate performs services the successful completion of which necessitates access to Protected Health Information and which HIPAA defines as a “business associate”.

- C.** “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
- D.** “Breach Notification Rule” means the portion of HIPAA set forth in Subpart D of 45 CFR Part 164.
- E.** “Data Aggregation” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
- F.** “Designated Record Set” has the meaning given to such term under the Privacy Rule, including 45 CFR §164.501.
- G.** “De-Identify” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§164.514.
- H.** “Electronic PHI” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.
- I.** “Health Care Operations” has the meaning given to that term in 45 CFR §164.501.
- J.** “HHS” means the U.S. Department of Health and Human Services.
- K.** “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- L.** “Individual” has the same meaning given to that term in 45 CFR §160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR. §164.502(g).
- M.** “Privacy Rule” means that portion of HIPAA set forth in 45 CFR Part 160 and Part 164, Subparts A and E.
- N.** “Protected Health Information” or “PHI” has the meaning given to the term “protected health information” in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- O.** “Security Incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- P.** “Security Rule” means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 & Part 164, Subparts A and C.
- Q.** “Unsecured Protected Health Information” or “Unsecured PHI” means any “protected health information” as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance issued pursuant to the HITECH Act and codified at 42 USC §17932(h).

2. **Use and Disclosure of PHI.**

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.

C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.

D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.

E. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

3. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees, to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

4. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware, and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.

5. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.

6. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains, or transmits on behalf of Business Associate or, through the Business Associate. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section I.M. of this BAA. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.
8. **Audit Report.** Upon request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered entity agrees not to re-disclose Business Associate's audit report.
9. **Access to PHI by Individuals.**
  - A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.
  - B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.
10. **Amendment of PHI.**
  - A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.
  - B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.
11. **Accounting of Disclosures.**
  - A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.

- B.** Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under HHS regulations adopted in connection with the HITECH Act.
- C.** In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.
- 12. Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.
- 13. Responsibilities of Covered Entity.** With regard to the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity agrees to:
- A.** Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B.** Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- C.** Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D.** Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.
- 14. Data Ownership.** Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.
- 15. Term and Termination.**
- A.** This BAA will become effective on the date first written above and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.
- B.** Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.
- C.** If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days' notice to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business Associate. Business Associate may report the breach to HHS.

**D.** Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return, or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. The Parties understand that this Section 15.D. will survive any termination of this BAA.

**16. Effect of BAA.**

**A.** This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.

**B.** Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

**17. Regulatory References.** A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

**18. Notices.** All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

**A.** If to Covered Entity, to:  
501 Ella Ave  
Joliet, IL 60433  
Attn : Office of Executive Director  
T: 815-740-8982  
E: [mkilbride@willcountyhealth.org](mailto:mkilbride@willcountyhealth.org)

**B.** If to Business Associate, to:  
City of Joliet  
Attn: Legal Department  
150 W. Jefferson Street  
Joliet, IL 60432  
T:815-724-3800  
E: [legal@joliet.gov](mailto:legal@joliet.gov)

**19. Amendments and Waiver.** This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

**20. HITECH Act Compliance.** The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in

good faith to modify this BAA as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this BAA upon 30- days 'prior written notice to the other Party.

In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

By: \_\_\_\_\_  
Name: H. Elizabeth Beatty  
Title: City Manager

By: \_\_\_\_\_  
Name: Mary Maragos, MS, APRN  
Title: Chief Executive Officer, Will County Community Health Center



## Memo

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**File #:** TMP-8803

**Agenda Date:** 8/5/2025

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**TO:** Public Safety Committee

**FROM:** William Evans, Chief of Police

**SUBJECT:**

Resolution Requesting Authorization to Accept a Grant to Assist Joliet's Tobacco Enforcement Program

**BACKGROUND:**

The legal age to purchase tobacco products in the State of Illinois is 21 years of age. The City of Joliet currently has a Tobacco Enforcement Program (TEP) to help ensure that distributors are selling tobacco product to appropriate individuals. The TEP conducts tobacco compliance checks, which has individuals under the legal purchase age attempt to purchase tobacco and tobacco product. Similar to alcohol compliance checks, officers will accompany these underage individuals and witness any transaction that may take place.

The City of Joliet has been offered \$17,930.00 for its TEP program to ensure that Tobacco Products are not sold to individuals under 21. The City of Joliet may use these funds for costs which are reasonable, necessary, and incurred while conducting these checks. The eligible costs include officer overtime, anti-smoking literature, stipends to student participants, and tobacco purchases.

**CONCLUSION:**

The Joliet Police Department is requesting authorization to accept the grant and continue this program in Joliet. The Illinois Department of Human Services will continue to provide guidelines for the program.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve a resolution to accept the grant for the Joliet Tobacco Enforcement Program in the amount of \$17,930.00.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REQUESTING AUTHORIZATION TO ACCEPT A GRANT TO  
ASSIST JOLIET'S TOBACCO ENFORCEMENT PROGRAM**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS  
FOLLOWS:**

**SECTION 1:** That the Mayor of the City and Council authorize The Chief of Police to execute the Tobacco Enforcement Program Grant in Exhibit A on behalf of the City of Joliet.

**SECTION 2:** This Resolution shall take effect upon its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**VOTING YES** \_\_\_\_\_

**VOTING NO** \_\_\_\_\_

**NOT VOTING** \_\_\_\_\_

**GRANT AGREEMENT**



**BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES  
AND  
CITY OF JOLIET**

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

**PART ONE – The Uniform Terms**

<b>Article I</b>	<b>Definitions</b>
<b>Article II</b>	<b>Award Information</b>
<b>Article III</b>	<b>Grantee Certifications and Representations</b>
<b>Article IV</b>	<b>Payment Requirements</b>
<b>Article V</b>	<b>Scope of Award Activities/Purpose of Award</b>
<b>Article VI</b>	<b>Budget</b>
<b>Article VII</b>	<b>Allowable Costs</b>
<b>Article VIII</b>	<b>Lobbying</b>
<b>Article IX</b>	<b>Maintenance and Accessibility of Records; Monitoring</b>
<b>Article X</b>	<b>Financial Reporting Requirements</b>
<b>Article XI</b>	<b>Performance Reporting Requirements</b>
<b>Article XII</b>	<b>Audit Requirements</b>
<b>Article XIII</b>	<b>Termination; Suspension; Non-compliance</b>
<b>Article XIV</b>	<b>Subcontracts/Subawards</b>
<b>Article XV</b>	<b>Notice of Change</b>
<b>Article XVI</b>	<b>Structural Reorganization and Reconstitution of Board Membership</b>
<b>Article XVII</b>	<b>Conflict of Interest</b>
<b>Article XVIII</b>	<b>Equipment or Property</b>
<b>Article XIX</b>	<b>Promotional Materials; Prior Notification</b>
<b>Article XX</b>	<b>Insurance</b>
<b>Article XXI</b>	<b>Lawsuits and Indemnification</b>
<b>Article XXII</b>	<b>Miscellaneous</b>
<b>Exhibit A</b>	<b>Project Description</b>
<b>Exhibit B</b>	<b>Deliverables or Milestones</b>
<b>Exhibit C</b>	<b>Contact Information</b>
<b>Exhibit D</b>	<b>Performance Measures and Standards</b>
<b>Exhibit E</b>	<b>Specific Conditions</b>
<b>Exhibit F</b>	<b>Payment</b>

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

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

**DEPARTMENT OF HUMAN SERVICES**

**CITY OF JOLIET**

By: \_\_\_\_\_  
Signature of Dulce Quintero, Secretary

By: \_\_\_\_\_  
Signature of Authorized Representative

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

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

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

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

Designee Title: Contract Obligations Analyst

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

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

E-mail: jcarey@joliet.gov

Signature of Second Grantor Approver, if applicable

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

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

FEIN: 366088568

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

Second Grantor Approver

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

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

Signature of Third Grantor Approver, if applicable

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

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

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

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

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

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

Third Grantor Approver

Second Grantee Approver  
(optional at Grantee's discretion)

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

**PART ONE – THE UNIFORM TERMS****ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
AWARD INFORMATION

2.1 Term. This Agreement shall be effective on Jul 1, 2025 and expires on Jun 30, 2026 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) [ ] must not exceed or [X] are estimated to be \$17,930.00, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

Refer to "Exhibit F - Payment" for your organization's payment terms for this award

2.4 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is See ExhibitA. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA and CSFA Name is See ExhibitA. If applicable, the State Award Identification Number (SAIN) is Not Applicable.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and UKXHU6SJXLR9 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: 36-6088568 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- 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.

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

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

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

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

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

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

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

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

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

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a

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

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

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

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

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

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

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

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

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

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

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in

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

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

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

#### ARTICLE IV PAYMENT REQUIREMENTS

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

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

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in

good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

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

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

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

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

**ARTICLE VI**  
**BUDGET**

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

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

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

**ARTICLE VII**  
**ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the

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

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

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

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

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

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

## **ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

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

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

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

## ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

### 10.2. Financial Close-out Report.

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

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

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

## ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program 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 reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

12.3. Entities That Are Not "For-Profit".

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

#### 12.4. “For-Profit” Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

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

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

## **ARTICLE XIV SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform

grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

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

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

## **ARTICLE XV NOTICE OF CHANGE**

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

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

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

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

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

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

membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

## ARTICLE XVII CONFLICT OF INTEREST

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

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

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

## ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when

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

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, 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 under this Award.

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

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

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

#### **ARTICLE XX INSURANCE**

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

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

#### **ARTICLE XXI LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and

achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII  
MISCELLANEOUS**

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

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

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

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

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

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

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are

governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

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

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

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

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

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

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

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

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

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

costs and expenses associated with such proceedings.

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

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

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: TOBACCO ENFORCEMENT PROGRAM  
PURPOSE OF GRANT

ACCOUNT\_LINE(s) SUMMARY:

Acct.Line#: 1

CSFA Number: 444-26-1565

Appropriation FY: 2026

Appropriation Code: 0733.44442.4900.000000NE

WBS Element: 444DSUPR26-PROVPC22-SA11

Sponed. Prog: PROV

Appropriation Amount: \$17,930.00

These funds are Used/Reported by the Provider as Federal Funds: No

Use by DHS as Maintenance of Effort (MOE): No

Use by DHS as Matching Funds: Yes

Assistance Listing Program Number: N/A

Assistance Listing Program Title: N/A

FAIN Number: N/A - FAIN Award Agency: N/A

FAIN Award Date: N/A

The following information defines the scope of service for the Tobacco Enforcement Program (TEP) for compliance monitoring of tobacco retail establishments across Illinois to assure that Tobacco products are not sold to individuals under 21 as defined by state or local law. The TEP establishes a program of local compliance monitoring to be implemented by municipalities across Illinois. Applicants are to conduct three compliance checks by contracting with individuals under 21 who will attempt to purchase tobacco products through three supervised visits at tobacco retailers where individuals under 21 can legally enter. Tobacco retailers included in the unannounced compliance checks are to be provided with information on what constitutes illegal sales to individuals under 21 provided by the state. Three rounds of unannounced compliance checks during a specific period of all retailers by supervised minors of tobacco retailers within a municipality will complete the requirements of this program.

"Tobacco product" means any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Prevention and Treatment in this context includes

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

the prevention and/or treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.); 21 U.S.C. 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

**EXHIBIT B**  
**DELIVERABLES**

1. Reporting Requirements:

- A. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit E, grantee shall submit financial reports to Grantor pursuant to Paragraph 10.1 using Grantor monthly expenditure payment voucher form submitted no later than 15 days after the month ends.
- B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 10.2 using Grantor form no later than 30 days after this Agreement's end of the period of performance or termination.
- C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit E, grantee shall submit Performance Reports to Grantor pursuant to Paragraph 11.1 and such reports must be submitted no later than 30 days after the end of each quarter during the grant year.
- D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 11.2 using Grantor form or format no later than 30 days after this Agreement's end of the period of performance or termination.
2. Assure that law enforcement personnel implementing the program are trained through an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class (to be offered by IDHS SUPR vendor) or have received prior approved training within the last five years. Documentation of prior training may be requested at any point during the contract year or if audited.
3. Hire and train local 16-year-old through 20-year-old youth, based upon tobacco ordinance, in tobacco retailer compliance visit processes that assures safety first. Submit proof of age and the completed Minor Participation Packet for each minor to IDHS SUPR by June 30, 2026, or when requested after Compliance Checks.
4. Submit completed Provider Performance Reports according to form instructions to IDHS SUPR each quarter by the 30th of the following month.
5. Provide tobacco retailers within municipality 2026 educational materials provided by IDHS SUPR regarding sales to minors. Submit grantee signed Tobacco Retailer Education Log to DHS October 31, 2025, and invoice for the total number of tobacco retailers educated to IDHS SUPR by November 20, 2025. See Exhibit C for payment terms.
6. Conduct a round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by December 21, 2025. Respond to violations according to applicable state laws/regulations and local regulations.
7. Complete the Tobacco Enforcement Program Summary Report on first round of compliance checks. Submit form to IDHS SUPR by January 10, 2026.
8. Conduct a second round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by March 31, 2026. Respond to violations according to applicable state laws/regulations and local regulations.
9. Complete the Tobacco Enforcement Program Summary Report on the second round of compliance checks. Submit form to IDHS SUPR by April 10, 2026.
10. Conduct a third round of tobacco compliance checks of all tobacco retailers within

**EXHIBIT B**  
**DELIVERABLES**

municipality according to applicable state laws and regulations by May 30,2026, Respond to violations according to applicable state laws/regulations and local regulations.

11. Complete the Tobacco Enforcement Program Summary Report on third round of compliance checks and submit invoice for the total number of tobacco retailers that received three rounds of compliance checks to IDHS SUPR by June 10th, 2026.

12. Grantee may have additional time granted for activities if needed to obtain additional underage agents or if there is a change in grantee status, including but not limited to, promotions, retirement, lack of staff, etc.; this exception is only effective until the end of the current fiscal year end contract.

13. Grantee will submit a program narrative by the end of Q3 that clearly identifies program goals, targets or planned work outputs, method of accomplishment, a timeline for completion, anticipated subcontracting activity, and desired results; program narrative must align with the budget narrative submitted in CSA.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT C

CONTACT INFORMATION

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

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

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: CHEMETHA BAKER  
Title: TPP Coordinator  
Address: 401 S Clinton St  
Chicago, IL 60607-3800

E-mail Address: chemetha.baker@illinois.gov

**GRANTEE CONTACT**

Name: Kevin Sing  
Title: DIRECTOR OF FINANCE  
Address: 150 W Jefferson St  
Joliet, IL 60432-4148

E-mail Address: jcarey@joliet.gov

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address:

\_\_\_\_\_

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: CHEMETHA BAKER  
Title: TPP Coordinator  
Address: 401 S Clinton St  
Chicago, IL 60607-3800

Phone: 312-814-2311

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

E-mail Address: chemetha.baker@illinois.gov

**GRANTEE CONTACT**

Name: Kevin Sing  
Title: DIRECTOR OF FINANCE  
Address: 150 W Jefferson St  
Joliet, IL 60432-4148

Phone: 815-724-3217

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

E-mail Address: jcarey@joliet.gov

**EXHIBIT D**  
**PERFORMANCE MEASURES**

1. All quarterly Provider Performance Reports are submitted as indicated.
2. All tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log submittal to DHS October 31, 2024, and invoice submitted by November 20, 2024. See Exhibit B #3, and #4.
3. First round of tobacco compliance checks completed by December 21, 2025.
4. First round Tobacco Enforcement Program Summary Report submitted by January 10, 2026.
5. Second round of tobacco compliance checks completed by March 31, 2026.
6. Second round Tobacco Enforcement Program Summary Report submitted by April 10, 2026.
7. Third round of tobacco compliance checks completed by May 30, 2026.
8. Third round Tobacco Enforcement Program Summary Report and invoice submitted by June 10th, 2025.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

**EXHIBIT D**  
**PERFORMANCE STANDARDS**

1. 100% of quarterly Provider Performance Reports are submitted as indicated.
2. 100% of tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log and invoice submitted by November 10, 2025. See Exhibit B #3, and #4.
3. At least 90% of first round tobacco compliance checks are completed by December 21, 2025.
4. 100% first round Tobacco Enforcement Program Summary Report received by January 10, 2026.
5. At least 90% of second round tobacco compliance checks completed by March 31, 2026.
6. 100% second round Tobacco Enforcement Program Summary Report and invoice received by April 10, 2026.
7. At least 90% of third round tobacco compliance checks completed by May 20, 2026.
8. 100% third round Tobacco Enforcement Program Summary Report and invoice received by June 10, 2026.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

**EXHIBIT E**  
**SPECIFIC CONDITIONS**

ICQ Section:05-Audit

Conditions:Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.

Risk Explanation:Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

How to Fix:Implementation of grantee's corrective action plan.

Timeframe:When corrective action is complete.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

**EXHIBIT F**  
**PAYMENT**

IV. Financial Reporting Requirements

A. Submission Periodic Financial Reports (PFR):

The Providers will submit reporting to the Division of Division of Behavioral Health (DBH) on a quarterly basis, utilizing the Periodic Financial Report (GOMBGATU-4002). Quarterly reports will be submitted no later than 15 days after end of each report period. 1st Quarter Reports are due No Later Than (NLT) October 15th, 2nd Quarter Reports are due NLT January 15th, 3rd Quarter Reports are due NLT April 15th, 4th Quarter Reports are due NLT July 15th. These reports are to be email to your grant manager and DHS.SUPRVouchers@illinois.gov with the subject line stating: PFR, the Reporting Quarter, and Provider Organization Name. All PFRs should be returned in the Excel format, with electronic signature.

For Expenditure based grants:

B The Monthly Grant Invoice (IL444-5257) is required for submitting financial information. The Monthly Grant Invoice report will be submitted no later than 15 days following the month of expense. The July Monthly Grant Invoice Report are due No Later Than (NLT) August 15th, August Monthly Grant Invoice Report is due NLT September 15th, September Monthly Grant Invoice Report is due NLT October 15th, and so on. The Monthly Grant Invoices are to be email to your grant manager and DHS.SUPRVouchers@illinois.gov with the subject line stating: Monthly Grant Invoice, the Reporting Month, and Provider Organization Name.

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

Failure to comply with these reporting requirements could result in the Department placing you on the stop pay list, withholding of funds, termination of the grant agreement and subject to the Grant Funds Recovery Act.

D. Provider will submit a program narrative by September 30th ( or as designated by the program staff) that clearly identifies program goals, targets or planned work outputs, method of accomplishment, a timeline for completion, anticipated subcontracting activity, and desired results; program narrative must align with the budget narrative submitted in CSA.

Grant Budget previously funded by Fixed Rates will now use the Uniform Grant Budget and enter the Services and Rates under the Grant Exclusive Line Items. The Personnel, Fringe, Occupancy, and other expenditure lines are to be left blank.

Uniform Grant Budget payments will be processed upon receipt of invoice using the Expenditure Payment Voucher (EPV) provided it is completed correctly without having to be returned. The payment method for this award is post services provision Uniform Grant Budget payments based upon accepted Tobacco Retailer Education Log, Tobacco Enforcement

EXHIBIT F  
PAYMENT

Program Summary Reports, and EPVs.  
Rates to be utilized:

Invoice calculations will employ the posted rates for the services. Provider will deliver services in accordance to Exhibit B.

Description	Quantity	Basis	Cost	Length of Time (# of Retailors)	Grant Exclusive
Line-Item Cost					
Retailor Education	1	Rate	\$55.00	1	
			\$55.00		
Compliance Check 11	1	Rate	\$36.00	1	
			\$36.00		
Compliance Check 21	1	Rate	\$36.00	1	
			\$36.00		
Compliance Check 31	1	Rate	\$36.0	1	
			\$36.00		
Record Maintenance	1	Rate	10%	1	\$16.30
State Total					\$180.00

Amount Requested from the State must be a whole number (no pennies). State total in example reflects rounding up.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

**PART TWO –GRANTOR-SPECIFIC TERMS**

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

**ARTICLE XXIII  
ADDITIONAL CERTIFICATIONS**

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

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

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

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

**ARTICLE XXIV  
ADDITIONAL TERMS**

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

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

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

24.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

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

24.6 Gifts. In addition to the Gift ban described in Paragraph 22.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

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

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

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in EXHIBIT B.

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

## ARTICLE XXV MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to

conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

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

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

## **ARTICLE XXVI WORK PRODUCT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**PART THREE –PROJECT-SPECIFIC TERMS**

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

**ARTICLE XXIX  
ADDITIONAL REQUIREMENTS**

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

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

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# Division of Behavioral Health and Recovery Substance Use and Gambling Disorder Services Attachment C

## Table of Contents

1. [Introduction](#)
2. [Applicable Laws, Rules and Regulations](#)
3. [Treatment and Support Services](#)
4. [Prevention Services](#)
5. [Deliverables](#)
6. [Payment](#)
7. [Eligibility Criteria](#)
8. [Reporting Requirements](#)
9. [Special Conditions](#)

## I. Introduction

This document is an attachment to the Illinois Department of Human Services (IDHS) Division of Behavioral Health and Recovery (DBHR) Substance Use and Gambling Disorder Services Uniform Grant Agreement (UGA). This attachment identifies additional grant agreement/contract rules and requirements that are not specified in the UGA but that apply to all funded organizations.

## II. Applicable Laws, Rules, and Regulations

Compliance is required with all applicable laws, rules, and regulations, as well as guidelines of the state and federal government, including but not limited to:

### A. Federal

#### Fee-for-Service (Medicaid) and Grant Funded

1. Program Fraud Civil Remedies Act (45 CFR, Part 79). Certification of compliance with the Program Fraud Civil Remedies Act.
2. Federal regulations regarding Diagnostic, Screening, Prevention, and Rehabilitation Services (Medicaid) (42 CFR 440.130).
3. Confidentiality of Substance Use Disorder Patient Records (42 CFR, Part 2).
4. Federal regulations regarding Opioid Maintenance Therapy (21 CFR 291.505 (FDA)), (21 CFR1301-1307 (DEA)).

#### Grant Funded Only

1. Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG) (45 CFR, Part 96 Subpart L).
2. Charitable Choice: Religious organizations as defined under 42 CFR 54.2(b), shall comply with the Charitable Choice Regulations as set forth in 42 CFR 54.1 et seq. regarding funds provided directly to pay for substance use disorder prevention and treatment services under 42 U.S.C. 300x-21 et seq.; 42 U.S.C. 290aa, et seq.; and 42 U.S.C. 290cc-21 to 290cc-35.
  - a. Notice shall be given to each patient and potential patient of his/her right to receive alternative services from another organization, and the right to be referred to alternative services that reasonably meet the requirements of timeliness, capacity, accessibility and equivalency as set forth in [42 CFR 54.8](#) and [54a.8](#). It is recommended that the "model notice" set forth in Appendix A of 42 CFR 54a be used.
  - b. Referrals shall be made to alternative organizations as set forth in [42 CFR 54.8](#) and [54a.8](#) and can be made utilizing 1-833-2FINDHELP or [www.helplineil.org](http://www.helplineil.org) to identify suitable alternative organizations.
  - c. A record of referrals made pursuant to these regulations shall be maintained and provided to IDHS on an annual survey as requested.
  - d. No patient or potential patient may be discriminated against based on religion, a religious belief, or a refusal to actively participate in a religious practice.
  - e. Funds shall not be used for inherently religious activities, such as worship, religious instruction, or proselytizing.
3. The Illinois Substance Use Disorder Act (20 ILCS 301), (hereafter referred to as the "Act").
4. Title 77 Ill. Adm. Code, Parts 2059, 2060 and 2090.
5. Title 44, Part 7000, Grant Accountability and Transparency Act.
6. 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

## **B. State**

### **Fee-for-Service (Medicaid) and All Grant Funded**

1. The Illinois Substance Use Disorder Act (20 ILCS 301), (hereafter referred to as the "Act").
2. Title 77 Ill. Adm. Code, Parts 2059, 2060 and 2090.
3. Title 44, Part 7000, Grant Accountability and Transparency Act.
4. Public Act 100-1058 Section 10, The Health Care Worker Self-Referral Act.

5. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards.
6. (410 ILCS 705/) Cannabis Regulation and Tax Act, when applicable.

### **C. Manuals**

#### **Fee-for-Service (Medicaid) and Grant Funded**

- IDHS/DBHR DARTS Manual
- IDHS/DBHR Contractual Policy Manual

#### **Fee-for-Service (Medicaid)**

- Policy Manual for Participants Covered Under the Department of Healthcare and Family Services (IDHFS) Medical Programs

### **D. Residential and Opioid Treatment Programs Funded by SUPTRS BG**

#### **Capacity Management**

- All residential American Society of Addiction Medicine (ASAM) level 3.5 and Opioid Treatment Program (OTP) IDHS licensed and funded programs are expected to use the Capacity Management (CapMan) system.

### **III. Treatment and Support Services**

1. Services are more specifically described in the IDHS/DBHR Substance Use and Gambling Disorder Services Contractual Policy Manual.
2. All services can be funded via Grant, but Medicaid fee-for-service reimbursement from is only allowed for services that are covered in the DHFS Medicaid State Plan or for waiver services included as pilots in the Better Care Illinois Behavioral Health Initiative. All services must be delivered by licensed and/or certified organizations. Grant funds can only be used as payor of last resort for services that have not been denied by other payors due to medical necessity.

#### **A. Treatment Services\***

1. Level 0.5 (Early Intervention) as specified in Part 2060.405 (a).
2. Level 1 (Outpatient) as specified in Part 2060.410 (a).
3. Level 2.1 and 2.5 (Intensive Outpatient/Partial Hospitalization) as specified in Part 2060.410 (b).

4. Level 3.1 (Residential Extended Care) as defined in Part 2060.120 and as specified in Part 2060.410 (d).
5. Level 3.2 (Withdrawal Management) as specified in Part 2060.410 (e).
6. Level 3.5 (Residential Rehabilitation) as specified in Part 2060.410 (f).
7. Level 3.7 (Withdrawal Management) as specified in Part 2060.410 (g).
8. Psychiatric Evaluation: An examination of a patient and exchange of information to determine whether the patient's condition is because of alcohol and/or other drugs or to a diagnosed psychiatric disorder.
9. Medication Monitoring: A medical review of a patient's use of psychotropic medications while in treatment that is conducted by the organization's psychiatrist or physician or physician extender.
10. Medication Assisted Recovery: The prescription of medications that are approved by the U.S. Food and Drug Administration for the treatment of a substance use disorder and that support recovery for individuals receiving services in a facility licensed by the Division. Medication assisted recovery includes but is not limited to opioid treatment services using Methadone.
11. Gambling Intervention and Gambling Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.

\* The American Society of Addiction Medicine (ASAM) Levels of Care are established by the latest ASAM edition of the Patient Placement Criteria and their implementation by IDHS/DBHR.

## **B. Support Services**

1. Toxicology: Urine, blood or saliva analysis to determine the presence of alcohol and/or other drugs in patients who receive treatment or intervention services.
2. Case Management: A coordinated approach to the delivery of health and medical treatment, substance use disorder treatment, mental health treatment, and social services, linking patients with appropriate services to address specific needs and achieve stated goals.
3. Community Intervention: A service that occurs within the community rather than in a treatment setting. These services focus on the community and its residents and include crisis intervention, case finding to identify individuals in need of service, including in-reach and outreach to targeted populations or individuals not admitted to treatment and peer recovery support (PRS) services. Outreach is the encouragement, engagement or re-engagement of at-risk individual(s) into treatment through community institutions such as churches, schools and medical facilities (as defined by the community) or through IDHS/DBHR consultation. In-

reach is the education of community institutions or state agencies and social services staff regarding the screening and referral of at-risk individuals to treatment programs for the purposes of a clinical assessment.

4. Recovery Home: Services as specified in Part 2060.540 and/or in the service requirements located in the Contractual Policy Manual.
5. Criminal Justice Services: Activities designed to serve individuals with substance use disorders currently under the jurisdiction of the Circuit Courts and Judicial Districts of the State of Illinois, County Probation Departments, local State's Attorney's Offices and County Sheriff's Departments. Services are designed to refer those individuals into treatment programs as an alternative to prosecution or incarceration and to clinically monitor and track their progress in treatment. Activities designed to also serve inmates involved with or who are parolees of Department of Corrections Correctional Center substance use disorder treatment programs. These services are designed to intervene and address multiple problems, often chronic in nature, presented by the individual at the time of parole to the community and must include referrals to licensed community-based substance use disorder treatment organizations for continuing treatment and/or recovery.
6. Medications: Limited reimbursement for the cost of substance use disorder medications.
7. Interpreter Services for the Deaf or Hearing Impaired: Interpreter services for treatment clients who are also deaf or hearing impaired.
8. Child Domiciliary: Beds for children who reside with a parent who is receiving residential care or who is residing in a recovery home.
9. Gambling Intervention and Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.
10. Peer Recovery Support Services: non-clinical services that support individuals in their journey of recovery from substance use and/or mental health or other behavioral health challenges.
11. Special Project: The provision of special or unique projects. Descriptions are specified in a separate scope of services (Uniform Grant Agreement exhibit) that are incorporated into and, therefore, are a part of the IDHS UGA.
12. Vouchered Contract Deliverable: The provision through fixed rate or grant that cannot be billed electronically through DARTS.

### **C. Interim Services (45 CFR 96.121)**

Interim Services or Interim Substance Use Disorder Services means services that are provided until an individual is admitted to a substance use disorder treatment program.

The purposes of the services are to reduce adverse health effects, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), the risks of needle-sharing, the risks of HIV and TB transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

#### **D. Tuberculosis Services**

At a minimum, TB services must include counseling regarding tuberculosis and testing to determine infection with mycobacterium tuberculosis and the appropriate form of treatment and to provide a referral for infected persons for appropriate medical evaluation and treatment. Through arrangements with other public or nonprofit entities, such tuberculosis services shall be routinely available to everyone receiving treatment for a substance use disorder; and in the case of an individual in need of such treatment, who is denied admission based on the lack of capacity of the organization to admit the individual, will refer the organization to another provider of tuberculosis services.

Organizations with SUPTRS BG funding shall report TB services correctly through DARTS and ensure that all TB education is properly documented in the client/patient record to demonstrate compliance with this SUPTRS BG funding requirements. Addition guidance is provided in Contract Policy Manual.

#### **E. Pregnant Women and Women with Dependent Children (45 CFR 96.124)**

Families shall be treated as a unit and therefore organizations shall admit both women and their children into treatment, if appropriate, including women attempting to regain custody of their children. The organization shall also make available, either directly or through linkage agreements with other public or nonprofit entities, the provision or arrangement for the following services:

1. Primary medical care for women, including referral for prenatal care and the provision of childcare while such women are receiving these services;
2. Primary pediatric care, including immunization, for children;
3. Gender specific treatment and therapeutic interventions for the women which may address relationship issues, sexual and physical abuse, parenting skills and the provision of childcare while such women are receiving these services;

4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse and neglect; and
5. Sufficient case management and transportation to ensure women and their children have access to these services.

Confirmation of the direct delivery of services or through referral will be documented in record.

#### **F. Treatment Services for Pregnant Women (45 CFR 96.131)**

Pregnant women who seek or are referred and who would benefit from such services shall be given preference in admission to treatment. The organization shall publicize the availability of treatment services to this population and that priority is given for admission. If unable to admit a pregnant woman because of insufficient capacity or because the organization does not deliver the necessary services, referral to another organization must be made and documented within 48 hours of the request. The organization shall also notify DBHR regarding such persons for whom it lacks the capacity to admit. This notification shall be made using the CapMan system which will enable the Division to identify an organization with the capacity to provide the necessary treatment.

#### **G. Capacity for Treatment for Patients with Injecting Substance Use Disorders (45 CFR 96.126)**

If the organization delivers treatment for patients with injecting substance use disorders, it shall:

1. Notify the Division immediately upon reaching 90% capacity to admit such individuals. Such notification shall be by use of CapMan.
2. Admit an individual who requests and needs treatment for intravenous drug use no later than 14 days after the individual makes the request for admission; or 120 days after the date of the initial request, if no organization has the capacity to admit the individual on the date of such request and if interim services, as defined herein, are made available to the individual not later than 48 hours after such request.
3. Establish a waiting list, which includes a unique patient identifier for each individual seeking treatment, including those receiving interim services, while awaiting admission to treatment.
4. Use outreach models that are evidence-based and scientifically sound or, if no such models are available which are applicable to the local situation, use an

approach which reasonably can be expected to be an effective outreach method. All models shall require that outreach efforts include the following:

- a) Selecting, training and supervising outreach workers;
- b) A strategy to contact high risk substance users, their associates and neighborhood residents that conforms to state and federal confidentiality requirements including 42 CFR, Part 2;
- c) Promoting awareness among injecting drug users about the relationship between injecting drug use and communicable diseases such as HIV;
- d) Recommend steps that can be taken to ensure that HIV transmission does not occur; and
- e) Encouraging entry into treatment.

Confirmation of the direct delivery of services or through referral will be documented in record.

#### **IV. Prevention Services**

Services are driven by deliverables specified in Uniform Grant Agreement exhibits specific to the type of prevention program. The types of prevention programs are specified in the Contractual Policy Manual. The Drug Overdose Prevention Program is part of the Bureau of Prevention Services and activities are specified in the Substance Use Disorder Act (20 ILCS 301/5-23).

#### **V. Deliverables**

##### **Fee-for-Service (Medicaid) and Grant Funded**

###### **A. Contractual Policy Manual and Specific Exhibits**

The terms and conditions and deliverables set forth in the IDHS/DBHR Contractual Policy Manual and in all applicable Exhibits and/or service requirements located in the manual shall be in addition to those contained in this principal Attachment and in the Uniform Grant Agreement. They are incorporated herein by reference.

###### **B. Conflict Between Attachment C, Exhibits and Service Requirements**

In the event of a conflict between Attachment C, and an Exhibit or Service Requirement, the terms of the latter shall supersede and govern.

##### **Grant Funded Only**

## **C. Continuity of Services**

The funds obligated under this award are for the entire twelve-month period of the state fiscal year referenced herein unless a specific start date is indicated due to funding restrictions. Therefore, the organization shall ensure that all services funded by this award are available for the entire twelve-month period of the fiscal year irrespective of when full disbursement of the award occurs. IDHS/DBHR Grant-funded programs should prioritize the development of comprehensive plans to guarantee the lasting sustainability of the critical services they provide to individuals and communities.

## **D. Annual Certification Plan (ACP) Survey**

The organization shall complete an Annual Certification Plan [Survey] in a prescribed format and have such a plan approved in writing and on file with IDHS/DBHR.

## **VI. Payment**

### **A. Funding Methodology**

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Grantees will automatically be paid via Reimbursement Method unless a request for Advance Payment Method or Working Capital Advance Method is made using the IDHS Advance Payment Request Cash Budget Template. However, fixed rate grants are only eligible to use Reimbursement method.

### **Advance Payment Method (Advance and Reconcile)**

1. Since IDHS is subject to the Grant Accountability and Transparency Act, IDHS is required by 44 Ill. Admin. Code 7000.120 to remit Award payments via advance payment when Awardees meet the requirements set forth in 2 CFR 200.302 (Financial Management), 44 Ill. Admin. Code 7000.120(b)(i)(A)(i and ii) (Advance Payments), and other requirements as described in this Directive.
2. Awardees may request advance payment for each Award issued by IDHS. Requests must be submitted to the respective Award Program Manager by the method prescribed in the Grant program Notice of Funding Opportunity (NOFO) or the Catalog of State Financial Assistance (CSFA) - Program Listing. A separate request must be submitted for each IDHS Grant program application.
3. Requests for advance payment must be accompanied by an IDHS Advance Payment Request Cash Budget Template (Cash Budget) for each Award. Cash

Budgets must be signed by either the Chief Executive Officer (or equivalent) or Chief Financial Officer (or equivalent) for the entity. The executive's signature certifies that their entity complies with the requirements set forth in 2 CFR 200.302 (Financial Management) and 44 Ill. Admin. Code 7000.120(b)(i)(A) (Advance Payments). The Cash Budget must demonstrate the estimated monthly cash requirements for each month of program Award operation. Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Awardee in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Awardee for direct program or project costs and the proportionate share of any allowable indirect costs. Additionally, the Awardee entity must make timely payments to sub-recipients and contractors.

4. Upon program approval for advance payment, an initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.
5. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 15 days after the first month of the Award's term. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
6. Subsequent monthly payments will be based on each monthly invoice submitted by Grantee to Grantor, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.
7. Grantees that do not expend all advance payment amounts by the end of the Award term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective budget, must return the funds within 45 days.
8. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
9. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

## **II. Reimbursement Method**

1. Grant Fixed Rate: means payments for non-Medicaid services based on a rate, unit cost or allowable costs incurred, that are based on a statement, bill or DARTS

submission as required by IDHS. Fixed Rate payments are subject to all federal administrative regulations and requirements including, but not limited to, OMB Circular A-102, OMB Circular A-100, OMB Circular A-133, and are subject to all applicable cost principles, including OMB Circular A-21, OMB Circular A-87 and OMB Circular A-122. A Fixed Rate agreement, in common terminology, is a non-Medicaid fee-for-service agreement. Fixed Rate grants will be paid on a Reimbursement basis.

2. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.
3. Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted on or before the 15th calendar day following the end of each monthly invoice period. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.
4. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

### **III. Working Capital Advance Method**

1. IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.
2. Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. The first invoice is due 15 calendar days after the first month of the Award term. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
3. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
4. Working Capital Advance Payments are limited to a single occurrence per grant term.
5. Following the initial working capital advance payment, grantees will be paid via advance or reimbursement method as appropriate.

## B. Payments Processed by Division

All Payments are subject to post-payment audit and recovery procedure as set forth in IX, F. of this attachment.

## C. Grantee Compliance Enforcement System: Illinois Stop Payment List

The Grant Accountability and Transparency Act (GATA) established a Grantee Compliance Enforcement System that outlines a statewide framework for State agencies to manage occurrences of noncompliance with grant requirements. See 44 ILCS 7000.80 For example, organizations that do not submit monthly invoices or quarterly periodic performance reports as per deliverable requirements in their UGA can be referred to IDHS for placement on the IDHS stop-pay list. Possible non-compliance repercussions include referral to the State stop pay system which impacts all agencies' payments.

## D. Final Billing Submission Date

**The final submission date for billing all non-Medicaid funded services is close of business of the first Monday of August.** Notification is provided twice a year in writing of the actual final submission date. It is the responsibility of each organization to ensure that all fiscal year billings are submitted for DARTS or manual processing by this date. As a reminder, it is critically important that DARTS or manual billing errors be resolved when they occur as delays in billing reconciliation from the organization that result in non-accepted or late submissions will not be eligible for payment through the Court of Claims. Examples of such delays that are the responsibility of the organization are:

1. Submission of claims past the August date.
2. Non-reconciliation of software reporting problems resulting in inability to submit bills by the August date.
3. Non-reconciliation of DARTS or manual billing errors by the August date.
4. Non-submission of manual payment vouchers by the August date.

To assist with compliance to year-end submissions, it is strongly recommended that June DARTS or manual earnings/expenditures, as well as any other prior month's earnings/ expenditures, be submitted as early as possible in July to allow time for correction of errors. Adherence to this submission deadline is a factor that is evaluated during each state fiscal year contracting process.

## VII. Eligibility Criteria

## **A. Patient Eligibility**

All individuals who receive services funded by the Division must:

1. Meet the income eligibility requirements specified in the Contractual Policy Manual and/or;
2. Meet any stated eligibility conditions in an Exhibit referenced in the Attachment C cover page, the Contractual Policy Manual, and Exhibit 1 for the applicable fiscal year award and/or;
3. Have a valid Illinois medical card for Medicaid reimbursement.

## **B. Client/Patient/Resident Rights**

That access to services shall not be denied on the basis of, including but not limited to, race, color, sex religion, national origin, ancestry, age (40 and over), order of protection status, marital status, sexual orientation (including gender-related identity), HIV status, physical or mental disability, unfavorable discharge from military service, pregnancy, citizenship status, employment status, familial status, or arrest record;

## **C. Service Priorities**

In its admission of patients for services as described in this Agreement, the organization shall, and certifies that it does, give priority to the following patients (unless such priority would violate state or federal law). Priorities 1, 2, and 3 must be addressed in rank order.

1. Pregnant women with injecting drug use.
2. Pregnant women with a substance use disorder.
3. Individuals with injecting drug use.
4. Post-partum women, women with young children and justice-involved women.
5. DCFS referred persons, TANF, DOC releasees and those with service in the U.S. Armed Forces.

## **D. Temporary Assistance for Needy Families Referrals**

The Temporary Assistance for Needy Families ([TANF](#)) program provides temporary financial assistance for pregnant women and families with one or more dependent children. TANF provides financial assistance to help pay for food, shelter, utilities, and expenses other than medical. Any TANF individuals referred from a IDHS office must be given priority status for placement as specified herein. Such individuals must receive an assessment within 48 hours and every attempt should be made for an immediate

placement in treatment. The organization shall comply with all paperwork requirements associated with the referral, placement, progress, and sanctioning of such individuals (i.e., referral acceptance form, progress report form).

### **E. Service Members, Veterans, and Their Families (SMVF)**

The organization shall:

1. Develop policies and procedures regarding the provision of substance use disorder services to SMVF.
2. Develop a list of referral resources to assist SMVF address issues related to Post Traumatic Stress Disorder, suicide prevention, employment, education, housing, and the process of applying for state and federal veteran's benefits.
3. Ensure that the following inquiry is made when conducting any initial screening or evaluation. "Have you or a loved one ever served in the U.S. Armed Forces?"
4. Ensure SMVF have access to culturally appropriate services, through development of a training plan to improve staff awareness of SMVF issues and increase staff understanding of military culture. Training resources can include the [Illinois Joining Forces](#) network, the [Illinois Department of Veterans Affairs](#) , [U.S. Department of Veterans Affairs](#) , and the [VA's Community Providers](#) toolkit.

## **VIII. Reporting Requirements**

### **A. Periodic Performance Reporting**

The State agency shall require organizations that receive a UGA to use the Periodic Performance Report (PPR) to articulate performance outcomes. In addition, each State grantmaking agency shall utilize the PPR to:

1. Require its awardees to relate financial data to performance accomplishments of the award; and
2. When applicable, require awardees to provide cost information to demonstrate cost-effective practices. [30 ILCS 708/50(c)(1)]

All fixed rate grantees, unless otherwise specified in writing by the Division, shall report service data electronically. Organizations shall also report any other data requested by the Division to carry out its duties. The preferred method of reporting fixed rate grant service data is through software supplied by the Division (DARTS) unless another arrangement has been made in writing.

### **B. Source Data**

Organizations shall be able to verify, upon request, all DARTS and manual reporting data entries via hard copy of source documentation as defined and described in the Division of Behavioral Health and Recovery Substance Use and Gambling Disorder Services Contractual Policy Manual for the current fiscal year.

### **C. Fiscal Data**

Organizations must submit financial reports as requested and in the format required by IDHS/DBHR. Organizations shall file monthly reports with describing the expenditure(s) of the funds related thereto IAW 2 CFR 200.207. Failure to submit the required financial reports may cause delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

### **D. DASIS**

The U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration, Drug and Alcohol Services Information System (DASIS), National Survey of Substance Abuse Treatment Services (N-SSATS) questionnaire shall be completed by the organization at least annually. One survey shall be completed per site number (one I-SATS number is assigned per site). Inventory of Substance Abuse Treatment Services (I-SATS) are assigned by the Substance Abuse and Mental Health Services Administration (SAMHSA) to all treatment facilities. The I-SATS ID number is the same identifier for the Treatment Episode Data Set (TEDS), and the National Survey of Substance Abuse Treatment Services (N-SSATS) systems.

### **E. Manual Reporting**

All manual report requirements set forth in specific service requirements located in the Contractual Policy Manual shall be submitted according to timeframes set within the UGA or directed by IDHS/DBHR. All such reports shall be submitted to the Contract Manager/Project Director with carbon copy to their supervisor through their Illinois email address and they can be also submitted to the following address:

Contract Management  
Attn: Supervisor  
Illinois Department of Human Services  
Division of Behavioral Health and Recovery  
401 South Clinton Street, Second Floor  
Chicago, Illinois 60607-3800

### **F. Capacity Management/Waiting List**

The organization shall report capacity information for funded residential and/or opioid treatment programs at each of its sites to the Capacity Management System daily. Reporting shall occur in a manner specified through the Illinois Helpline for Opioids and Other Substances portal. The organization agrees to make every reasonable effort to locate and effect referrals to appropriate services for any patient who is specified as a priority service population as described herein, before placing such patient on a waiting list. Organizations shall maintain a documented record system, which includes patient locating information for patients it has placed on a waiting list. A waiting list function is available through the Illinois Helpline, using the provider portal website at [Illinois Helpline for Opioids and Other Substances](#). Interim services must be provided to patients that are considered priority populations if they are on the organization's waiting list.

## **IX. Special Conditions**

### **A. Training**

The organization shall attend and participate in sponsored training and technical assistance. The organization shall be notified of required training and shall be responsible for all related travel expenses, unless otherwise specified. Attendance of fixed rate funded program staff may be billed through the Community Intervention.

### **B. Notifications**

The organization shall:

1. Notify IDHS/DBHR immediately in writing upon discovery of any substantial problem relative to the submission of any required service or financial data.
2. Obtain approval in writing 90 calendar days prior to any planned cessation or relocation of any service or facility funded in part or total by the Division.

**Failure to obtain such approval is a material breach of this agreement and voids the Division's funding obligation for such program.**

### **C. Peer Review**

Peer review, coordinated through IDHS/DBHR will be conducted on selected organizations to assess the quality, appropriateness, and efficiency of treatment services delivered in accordance with 77 Ill. Adm. Code 2060 and in accordance with the requirements of 45 CFR, Part 96.136. All funded organizations must participate in this process when requested.

## **D. Staff Development**

The organization shall provide or facilitate staff development, including continuing education and will participate in continuing education/professional development with respect to:

1. Recent trends in SUD in the state. Substance Use Disorder (SUD) – *means a spectrum of persistent and recurring problematic behavior that encompasses 10 separate classes of drugs: alcohol, caffeine, cannabis, hallucinogens, inhalants, opioids, sedatives, hypnotics and anxiolytics, stimulants, and tobacco, and other unknown substances leading to clinically-significant impairment or distress.* [20 ILCS 301/1-10]
2. Improved methods and evidence-based practices for SUD and prevention services;
3. Performance accountability;
4. Data Collection and reporting requirements; and
5. Any other matters that would serve to improve the delivery of SUD prevention, intervention, and treatment within the state.

## **E. Evaluations**

The organization may be randomly selected to participate in outcome evaluations. If selected, the organization shall assist as requested within reason, i.e., locating and interviewing patients, obtaining required written consent from patients. The organization shall within reason and in accordance with confidentiality requirements, keep contact information on former patients, which includes at least three individuals that may be contacted regarding their participation,

## **F. Monitoring and Post-Payment Auditing**

The organization shall allow the Division access to its facilities, records, and employees for the purposes of monitoring and post-payment auditing. Any findings arising from monitoring or post-payment audits will be shared with the organization.

The organization shall submit corrective action plans as requested, shall comply with plans of correction relative to monitoring and may be subject to license sanctions for non-compliance. Post-payment audit will also result in recoupment of funds, which are the subject of audit findings. Any funds, which have been determined to be unsupported; to be overpayments; or otherwise, to be improperly held, shall be returned to the Division.

1. Grant funds shall be recovered as disbursement adjustments during the contract or pursuant to the Illinois Grant Funds Recovery Act and 89 Ill. Adm. Code 511 at the end of the grant period.
2. Grant Fixed Rate and Drunk and Drugged Driving Prevention Fund (DDDPF) funds shall be recovered pursuant to a notice of intent to recover unsubstantiated billings and a chance for written informal review.
3. Medicaid funds shall be recovered pursuant to 89 Ill. Adm. Code 140.15 and 89 Ill. Adm. Code 104.200 et. seq. regarding Medical Vendor Hearings.

### **G. Fiscal Requirements for Grant Funded Only**

Federal Award funds may not be used:

1. To provide inpatient hospital services, except as determined to be medically necessary in accordance with federal guidelines;
2. To make cash payments to intended recipients of health services except in the case of program outcome evaluations;
3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds without prior approval;
5. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS;
6. To provide financial assistance to any entity other than a public or nonprofit private entity;
7. To expend more than the amount prescribed by Section 1931 (a)(3) of the PHS Act for the provision of treatment services in penal or correction institutions of the state; and
8. The organization shall adhere to all applicable requirements cited in federal regulations 2 CFR200 as well as SABG requirements stated in federal regulations Title 45; Part 96; Subpart L; 96.135.

### **H. Funding Policy**

1. The organization shall establish systems regarding eligibility, billing, and collection to assure that persons entitled to third party payment benefits (other than state or federal funds) are reimbursed therefrom, and that all other

provisions regarding patient eligibility and payment are implemented as specified in the Contractual Policy Manual.

2. Substance use disorder treatment services billed to this contract agreement shall be reimbursed at the rates set forth in current Contractual Policy Manual. Rates for existing programs will remain in place during the period of this agreement or until otherwise indicated in writing by the Division.
3. Funding is provided for services to all eligible individuals regardless of where they reside in Illinois unless otherwise specified by the Division.

## **I. Global Funding**

Global funding combines multiple services together into one funding amount that is used for disbursement. An earnings expectation is established as the global funding amount to provide service flexibility throughout all levels of care. However, dedicated funding may be established within global funding relative to expectations for a specific service or population.

### **Illinois Department of Human Services**

JB Pritzker, Governor · Dulce M. Quintero, Secretary

### **[IDHS Office Locator](#)**

### **IDHS Help Lines**

#### Substance Use Services

Visit the Illinois' [Substance Use Helpline](#) website, or  
Call (833) 234-6343 or Text "Help" to 833234

#### Gambling Services

Visit the Illinois' [Gambling Helpline](#), or  
Call 1-800 Gambler, or Text "GAMB" to 833234



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **43CEZ03357**

**State Agency** Illinois Department of Human Services

**FY.** 2026

**Grantee** CITY OF JOLIET

**Notice of Funding Opportunity (NOFO) Number.** N/A

**Data Universal Number System (DUNS) Number** 074407891

**FEIN** 366088568

**Catalog of State Financial Assistance (CSFA) Number** 444-26-1565

**CSFA Short Description.** TOBACCO ENFORCEMENT PROGRAM

**Catalog of Federal Domestic Assistance (CFDA) Number** see linked Agreement Exhibit-A

**CFDA Short Description.** see linked Agreement Exhibit-A

**Section A: State of Illinois Funds**

<b>REVENUES</b>	<b>Total</b>
State of Illinois Requested:	\$17,930.00
<b>Budget Expenditure Categories</b>	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	\$17,930.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$17,930.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 <b>MUST EQUAL REVENUE TOTALS ABOVE</b>	\$17,930.00

**Contract Published Date Time: 2025.07.09.05.35.57 940**



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **43CEZ03357**

**State Agency** Illinois Department of Human Services

**FY.** 2026

**Grantee** CITY OF JOLIET

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**CFDA Short Description.** see linked Agreement Exhibit-A

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

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

**Contract Published Date Time: 2025.07.09.05.35.57 940**



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **43CEZ03357**

**State Agency** Illinois Department of Human Services

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**CFDA Short Description.** see linked Agreement Exhibit-A

**Budget Narrative Summary**

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

<b>Budget Category</b>	<b>State</b>	<b>Non-State</b>	<b>Total</b>
1. Personnel	N/A	N/A	N/A
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	\$17,930.00	N/A	\$17,930.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$17,930.00	N/A	\$17,930.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$17,930.00		
Non-State Amount		N/A	
<b>TOTAL PROJECT COSTS</b>			\$17,930.00

**Contract Published Date Time: 2025.07.09.05.35.57 940**



# City of Joliet

150 West Jefferson Street  
Joliet, IL 60432

## Memo

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**File #:** TMP-8804

**Agenda Date:** 8/5/2025

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**TO:** Public Safety Committee

**FROM:** William Evans, Chief of Police

**SUBJECT:**

Resolution Authorizing a FOID Enforcement Grant Program Agreement Between the State of Illinois ("State") and the City of Joliet ("Joliet")

**BACKGROUND:**

The purpose of the Firearm Owner's Identification ("FOID") card enforcement grant is to conduct enforcement operations against persons whose FOID cards are revoke or suspended and to collaborate with members of the Violent Crime Intelligence Task Force to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012. The State has offered a grant to Joliet in the amount of \$33,231.00 to facilitate this program. The program will focus on individuals that are a present and clear danger to themselves or others.

**CONCLUSION:**

The Joliet Police Department is requesting authorization to accept the grant and continue this program in Joliet.

**RECOMMENDATION:**

Based on the above, it is recommended that the Mayor and City Council approve a resolution to accept the grant for the FOID Enforcement Grant Program in the amount of \$33,231.00.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A FOID ENFORCEMENT GRANT PROGRAM AGREEMENT  
BETWEEN THE STATE OF ILLINOIS (“STATE”) AND THE CITY OF JOLIET (“JOLIET”)**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS  
FOLLOWS:**

**SECTION 1:** That the Mayor and the City Council authorize The Chief of Police to execute the FOID Enforcement Grant in Exhibit A on behalf of the City of Joliet.

**SECTION 2:** This Resolution shall take effect upon its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_

MAYOR

\_\_\_\_\_

CITY CLERK

**VOTING YES** \_\_\_\_\_

**VOTING NO** \_\_\_\_\_

**NOT VOTING** \_\_\_\_\_



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, State Police  
AND  
Joliet Police Department**

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

**PART ONE – The Uniform Terms**

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

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

[State Police]

By: \_\_\_\_\_  
Signature of Brendan F. Kelly, Director  
By: \_\_\_\_\_  
Signature of Designee  
Date: \_\_\_\_\_  
Printed Name: Rebecca Hooks  
Printed Title: First Deputy Director  
Designee

[Joliet Police Department]

By: \_\_\_\_\_  
Signature of Authorized Representative  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
E-mail: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable  
Date: \_\_\_\_\_  
Printed Name: Steffanie Garrett  
Printed Title: Chief Legal Counsel  
Second Grantor Approver

By: \_\_\_\_\_  
Signature of Second Grantee Approver, if applicable  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Second Grantee Approver  
(optional at Grantee's discretion)

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable  
Date: \_\_\_\_\_  
Printed Name: Michelle M. Dankoski  
Printed Title: Chief Financial Officer  
Third Grantor Approver

**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II  
AWARD INFORMATION**

2.1. Term. This Agreement is effective on **07/01/2025** and expires on **06/30/2026** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds **\$33,231.00**, of which \_ are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is . The federal awarding agency is \_ and the Federal Award date is\_. If applicable, the Assistance Listing Program Title is \_ and Assistance Listing Number is \_ . The Catalog of State Financial Assistance (CSFA) Number is **493-80-2595** and the CSFA Name is **FY26 State Police Revocation Enforcement**. If applicable, the State Award Identification Number (SAIN) is .

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **NA1XCERT8N53** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: **366088568** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a **Individual**.

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

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

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

immediate termination of this Agreement and repayment of all Grant Funds.

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

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

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

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

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

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

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

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

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

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

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for

debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

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

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

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

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

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

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

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

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

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies

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

#### ARTICLE IV PAYMENT REQUIREMENTS

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

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

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

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

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

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

reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

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

## ARTICLE VI BUDGET

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

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

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

## ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and

Assignment, and Rate Determination for Nonprofit Organizations, and  
(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of

salary costs to the appropriate accounts no less frequently than quarterly.

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

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

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

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

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

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

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

## ARTICLE VIII LOBBYING

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

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

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

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge,

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

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

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

## **ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

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

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

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

**ARTICLE X  
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

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

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

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XI  
PERFORMANCE REPORTING REQUIREMENTS**

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

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

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

must relate the financial data and project or program 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 reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

## ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

12.3. Entities That Are Not "For-Profit".

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

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

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

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

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

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

**ARTICLE XIV  
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

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

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

**ARTICLE XV**

## NOTICE OF CHANGE

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

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

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

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

## ARTICLE XVI

### STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

## ARTICLE XVII

### CONFLICT OF INTEREST

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

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the

State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

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

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

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

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

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, 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 under this Award.

#### **ARTICLE XIX**

## PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

## ARTICLE XX INSURANCE

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

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

## ARTICLE XXI LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

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

that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

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

## **ARTICLE XXII MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

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

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

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

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

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

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

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

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

**EXHIBIT A**

**PROJECT DESCRIPTION**

The grantee will utilize grant funds in accordance with this purpose as outlined below:

The purpose of the FOID enforcement grant program is to facilitate the sharing of information and development of partnerships within the Violent Crime Intelligence Task Force to reduce and prevent illegal possession and use of firearms, solve firearm-related crimes, and otherwise reduce violent crimes in Illinois. The grantee will utilize grant funds for the sole purposes of:

- a. Conducting enforcement operations against persons whose Firearm Owner's Identification Cards have been revoked or suspended and persons who fail to comply with the requirements of Section 9.5 of the Firearm Owners Identification Card Act, prioritizing individuals presenting a clear and present danger to themselves or to others under paragraph (2) of subsection (d) of Section 8.1 of the Firearm Owners Identification Card Act; and
- b. Collaborating with members of the Violent Crime Intelligence Task Force to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012.

The Grantee will remain in compliance with Firearm Safety Enforcement Detail Protocols. The protocols provide standards pertaining to pre detail preparation, detail execution and post detail operations.

Firearm Safety Enforcement Detail Protocols

1. Inform the area Zone Gun Liaison Officer (GLO) of the date, time, and area of detail. GLO has the option to participate as an active enforcement participant or may assist in the coordination of the detail with the agencies detail commander. Prior to the start of the first detail, the detail commander will discuss the operation with the Zone GLO.
2. Agency must sign up for the Illinois State Police (ISP) Firearms Services Bureau (FSB) Law Enforcement portal. This is where the most current and updated information reference an individual's Firearm Owner's Identification (FOID) card status may be found. [www.ispfsb.com](http://www.ispfsb.com)
3. Conduct a search under the Reports tab by submitting the County of your request. You may then sort the spreadsheet by your municipality or by the other sortable columns. It recommended that your agency tier/prioritize enforcement by revocation reason consistent with your departments risk assessment.
4. Conduct a workup of each individual through the Statewide Terrorism Intelligence Center (STIC). Items in the workup will include but are not limited to criminal history, driver's license response, FOID card response, Concealed Carry License (CCL) response, telephone number and if deemed necessary the Firearm Transfer Inquiry Program (FTIP) response.
5. Conduct a de-confliction of the subject and residence using STIC or other databases used by the detail agency.
6. A detail operations briefing will be conducted consistent with the detail agency standard operating procedures.
7. Once contact is made with the subject:

- Advise of FOID status
- Advise statutory requirements
- Determine if the letter was received and if not, provide a copy
- State officer's intention on scene
- Take into possession FOID card if available/If CCL holder take CCL or combination FOID/CCL card into possession. If "Lost", ensure it is documented on the Firearm Disposition Report ISP 2-636 and upload to the ISP Law Enforcement Portal.
- Assist in transferring possession of firearms to someone who can legally possess them and complete a Firearms Disposition Record. If no firearms are possessed by the subject, a Firearms Disposition record shall still be completed.
- Officer receives completed Firearm Disposition Record (FDR). If the officer is unable to provide a copy of the FDR on scene, one shall be provided at a later time (emailed copy is acceptable).

After detail completion:

- If FOID was surrendered and taken into custody by the agency for a revoked FOID status, the agency will destroy the FOID card and mark in the law enforcement portal that card was destroyed. If the FOID card or FOID/CCL combination card was taken into custody with a suspended status, the card may be transferred to the individual taking possession of the firearms and noted on the Firearms Disposition Record.
- If the CCL was taken into custody, it will be sent back to Illinois State Police Firearm Services Bureau 801 S. 7th St. Springfield, IL. 62073.
- The Firearms Disposition Record will be scanned into the Law Enforcement Portal with the original destroyed.
- The monthly performance report will be completed on an Excel Spreadsheet and uploaded in addition to required fields completed in AmpliFund within seven (7) days following the reporting period.
- The quarterly financial report will be completed on an Excel Spreadsheet and uploaded in addition to required fields completed in AmpliFund within seven (7) days following the reporting period.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Deliverables are directly related to the successful completion of the expenditures and projects listed in the Grantee's approved Application.

The approved Application outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse for those expenditures that are specifically listed on the approved Application and incurred within the performance period.

The grantee is required to perform each of the following tasks:

1. The Grantee shall complete the monthly performance report on an Excel Spreadsheet and uploaded in addition to required fields in AmpliFund within seven (7) days following the reporting period.
2. The Grantee shall complete the quarterly financial report on an Excel Spreadsheet and uploaded in addition to required fields in AmpliFund within seven (7) days following the reporting period.
3. The grantee is required to perform each of the following tasks: conducting compliance checks, seizing firearms, collecting and destroying revoked FOID and CCL Cards, uploading information into the law enforcement portal, and making arrests where appropriate.

**EXHIBIT C**

**CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

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

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Brent Frey

Title:

Address: 801 S 7th St  
Suite 300-A  
Springfield, IL 62703

**GRANTEE CONTACT**

Name: Maria Hernandez Green

Title:

Address: 150 W Washington Street  
  
Joliet, IL 60432

**FOR GRANT ADMINISTRATION**

<b><u>GRANTOR CONTACT</u></b>	<b><u>GRANTEE CONTACT</u></b>
Name:	Name: Maria Hernandez Green
Title:	Title:
Address: 801 S 7th St Suite 300-A Springfield, IL 62703	Address: 150 W Washington Street  Joliet, IL 60432
Phone:	Phone: (815) 724-3217
TTY#:	TTY#:
E-mail Address:	E-mail Address: mgreen@jolietcity.org

**Agreement No.**

**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

Grantee shall enter required performance data and upload the Excel spreadsheet, no later than the seventh day following the end of every month. If no activity is generated in a given month, the information shall still be submitted in the previously noted time frame. No activity on the will be noted as "0" in the appropriate boxes.

The Grantee shall maintain payroll records and any existing documentation for each item for which the Grantee is requesting reimbursement to prove expenses are in compliance with the approved grant application. Excel spreadsheet for quarterly financial should be uploaded and required information entered into Amplifund within seven (7) days following the reporting period.

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

EXHIBIT E

SPECIFIC CONDITIONS

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

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

<b>ICQ Section:</b>	3 - Financial and Programmatic Reporting (2 CFR 200.327)
<b>Problem for Clarification/Resolution:</b>	The grantee stated it does not have written review and approval processes over financial and programmatic reporting. Best practices mandate that policies and procedures be documented. The grantee indicated "sometimes" in regards to the organization having performance measures that tie to financial data. Best practice warrants that an organization have a direct correlation to a result, invoice, completed job, and/or benefit that equates or indicates a "performance measure." These "performance measures" may then be directly related to the costs presented within financial records and reports. The grantee stated the performance reports are prepared by Grant Managers or Programs Directors. Best practices mandates performance reports be prepared by trained staff who work for the organization in the specific program area.
<b>Conditions:</b>	Requires development of a plan to correct deficiencies identified in the risk assessment. ISP requests to see the plan.
<b>Risk Explanation:</b>	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate which may result in misreporting and an abusive environment.
<b>How to Resolve:</b>	Grantee must submit documentation of implementation of mitigating controls over financial and programmatic reporting functions of grants.
<b>Timeframe:</b>	The plan must be completed and submitted to ISP within one year.

<b>ICQ Section:</b>	4-Ability to Effectively Implement Requirements
<b>Problem for Clarification/Resolution:</b>	The grantee indicated the governing body is "not involved in audit activities". The grantee indicates there are key policies and procedures missing in relation to grants. The grantee should develop policies and procedures for the entire grants process from applying for grants, to monitoring and ensuring allowability and reporting grant activities, both financial and programmatic.
<b>Conditions:</b>	Requires development of a plan to correct deficiencies identified in the risk assessment. Grantee must maintain documentation of additional prior approvals from grantee management. ISP would like to review the documentation of the plan.
<b>Risk Explanation:</b>	Medium to high risk increases the likelihood of unallowable costs or services, audit findings and questioned costs and fraud, waste and abuse that would be required to be returned to the state and federal government; subrecipients are not compliant with grant requirements, budgeting and expenditure of funds is in conformity with 2 CFR 200.
<b>How to Resolve:</b>	Requires development of a plan and timeline to correct deficiencies identified as risk assessment. ISP would like to review the plan and documentation.
<b>Timeframe:</b>	One year from the implementation of additional controls and corrective action plan.

**PART TWO –GRANTOR-SPECIFIC TERMS**

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

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

The Grantor has the following additional requirements for its Grantee:

1. The Grantee must be a member of the Illinois State Police Violent Crime Intelligence Task Force (VCITF). In order to become a member of the VCITF, an Intergovernmental Operating Agreement (IGA) between the Grantee Department and the Illinois State Police must have been fully executed (IGA is attached and must be completed if not already a member of the VCITF).
2. The Grantee Department will provide a W-9 for their Law Enforcement Department at the time of application by uploading into AmpliFund.
- 3). Comply with required monthly performance reporting within seven (7) days after the end of each reporting period by uploading Excel spreadsheet and entering required information into AmpliFund.
4. Comply with required quarterly financial reporting within seven (7) days after the end of each reporting period by uploading Excel spreadsheet and entering required information into AmpliFund.
5. No close out report required as all information will be documented on the June 2026 monthly performance and the Quarter 4 financial reporting spreadsheets and entries in AmpliFund.

**PART THREE –PROJECT-SPECIFIC TERMS**

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

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

The Grantor has the following additional requirements for this Project:

Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ISP has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.