

RESOLUTION NO. 11-1

WHEREAS, Sangamon County has received grant funding from Adult Redeploy Illinois through the Illinois Criminal Justice Information to operate a Drug Court Program to enhance public safety in Sangamon County by reducing criminal behavior and substance abuse among drug court participants through cost-effective collaborative services;

WHEREAS, Sangamon County Drug Court is a highly structured judicial intervention process for substance abuse treatment of eligible defendants. It brings together a collaborative effort of those within the criminal justice system and community based organizations. It emphasizes: early identification and intervention; a non-adversarial approach; a continuum of services; frequent drug testing; a coordinated strategy and response; ongoing judicial interaction; and measurement of effectiveness;

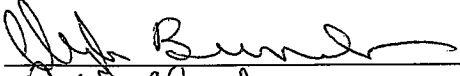

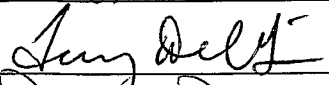
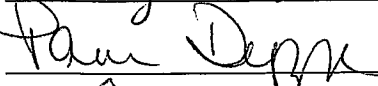
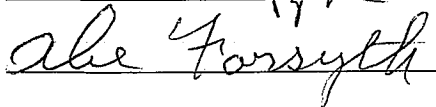
WHEREAS, Sangamon County would like to utilize Adult Redeploy Illinois grant funding to operate a Drug Court Program for the period of execution of the contract to June 30, 2016;

WHEREAS, Sangamon County is not required to provide any matching funds for the operation of the Drug Court Program;

WHEREAS, the Probation and Court Services Department has entered into an agreement with Adult Redeploy Illinois for the provision of a Drug Court which is attached hereto and marked "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED, that the Members of the Board of Sangamon County, Illinois, in session this 14th day of July, 2015, hereby grant the Director of Court Services authorization to execute an agreement for the operation of a Drug Court Program with Adult Redeploy Illinois at a cost not to exceed \$202,252.

Respectfully Submitted,

Court Services Committee






RECEIVED
2660
JUN 29 2015

Andy Goleman
SANGAMON COUNTY AUDITOR

FILED

JUL 06 2015


Sangamon County Clerk

**INTERAGENCY AGREEMENT
ADULT REDEPLOY ILLINOIS**

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the Sangamon County on behalf of the Sangamon County Circuit Court, hereinafter referred to as the "Implementing Agency," with its principal offices at 200 S. 9th St. RM 204 Springfield, Illinois 62701-1968, for implementation of the Sangamon County Adult Redeploy Program.

WHEREAS, pursuant to the Crime Reduction Act which provides financial incentives to local jurisdictions for programs that allow diversion of non-violent offenders from state prisons by providing community-based services through the Adult Redeploy Illinois (ARI);

WHEREAS, the General Assembly has obligated funds for the ARI program to provide financial incentives to local jurisdictions through the Authority on behalf of the Adult Redeploy Illinois Oversight Board;

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Non-Federal Funds," (20 Illinois Administrative Code 1560 et seq.); and

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas;

NOW, THEREFORE, BE IT AGREED by and between the Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies and proposes to address problems related to one of the named areas and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from July 1, 2015 through June 17, 2016.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency

*Sangamon County on behalf of the Sangamon County Circuit Court
Sangamon County Adult Redeploy Illinois
Agreement #196023*

agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

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

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

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

SECTION 4. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, monthly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Subject to the terms of Section 8 the maximum amount of ARI funds payable under this agreement is \$202,252.00 and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

SECTION 5. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

SECTION 6. EXHIBITS

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 7. NON-SUPPLANTATION

The Implementing Agency certifies that ARI funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to this program. The Implementing Agency certifies that ARI funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

SECTION 8. OBLIGATIONAL LIMITATION

This agreement is contingent upon and subject to the availability of funds. The Authority, at its sole option, may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Authority's funding by reserving some or all of the Authority's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Authority determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Implementing Entity will be notified in writing of the failure of appropriation or of a reduction or decrease.

SECTION 9. REPORTING AND EVALUATION REQUIREMENTS

The Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- and any other reports specified by the Authority.

In addition, the Implementing Agency shall submit fiscal reports to the Authority on a monthly basis, by the 5th day of each month following the previous month.

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

The Implementing Agency agrees to comply with the Authority's request for information related to an evaluation of program. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the

expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 11. INSPECTION AND AUDIT

If the Implementing Agency is required either by federal or state law or regulation to have an audit performed, then the Implementing Agency shall provide copies of such audits to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

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

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 11 and all other program activity.

The Authority, the Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 12. CLOSEOUT REQUIREMENTS

Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by the Authority.

SECTION 13. PROCUREMENT STANDARDS

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

If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

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

SECTION 14. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of ARI funds is subject to Authority approval. As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with ARI funds for Authority review and approval, to assure adherence to applicable guidelines.

If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

SECTION 15. SUB-GRANTING

Any sub-grant for work or professional services for providing direct services to ARI program participants subcontracted for shall be specified by written grant contract in a form provided by the Authority and shall be subject to all terms and conditions contained in this agreement. If the use of sub-grantees is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all sub-grantees adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any sub-grantees

The Implementing Agency shall enter into, manage, and monitor all sub-grants including maintaining a system for subcontractors to report fiscal and program activities. Approval of the use of sub-grants by the Authority does not

relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 16. NONDISCRIMINATION

The Implementing Agency agrees that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment or denied access to services, programs, or activities funded under this agreement on the basis of race, color, age, religion, national origin, physical or mental handicap not related to ability, unfavorable discharge from military service, or sex. The Implementing Entity agrees to have written sexual harassment policies which satisfy the requirements set forth in Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The Implementing Entity also assures, when applicable, compliance with all federal and state laws and regulations, including, but not limited to:

- Title VII of the Civil Rights Act of 1964;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Americans With Disabilities Act of 1990;
- The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, subparts C,D,E, and G;
- The Illinois Human Rights Act, (775 ILCS 5);
- The Illinois Environmental Barriers Act, (410 ILCS 25); and
- The Discriminatory Club Dues Act (775 ILCS 25)

SECTION 17. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Entity solicits or intends to solicit for employment any of the Authority's employees during the term of this agreement.

SECTION 18. CERTIFICATION REGARDING DEBARMENT

Implementing Agency certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4).

SECTION 19. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that

the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 20. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 21. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 22. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with ARI funds, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with funding under this agreement, and (2) the dollar amount of funding under this agreement for the project or program.

SECTION 23. COPYRIGHTS, PATENTS

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

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be

allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 24. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with ARI funds , no later than 60 days prior to its printing.

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

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

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

Any such publication shall contain the following statement:

"This project was supported by grant from the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 25. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: Sangamon County

Taxpayer Identification Number:

Employer Identification Number 37-6002039

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

_____ Individual

_____ Nonresident Alien

_____ Sole Proprietorship

_____ Tax Exempt

_____ Partnership/Legal Corporation

_____ Pharmacy/Funeral Home/Cemetery (Corp.)

<input type="checkbox"/> Corporation providing or billing medical and/or healthcare services	<input type="checkbox"/> Corporation NOT providing or billing medical and or healthcare services
<input checked="" type="checkbox"/> Government	<input type="checkbox"/> Pharmacy (non-corporate)
<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> Non-profit Corporation/ Tax Exempt
<input type="checkbox"/> Non-profit Corporation/ Non-Tax Exempt	<input type="checkbox"/> Other (Specify) _____

SECTION 26. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 27. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 28. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 29. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Non-Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 30. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress reports and all reports included in the closeout materials. Monthly fiscal reports are due no later than the 5th of each month. The quarterly

progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 15 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all ARI grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

SECTION 31. REPORTING GRANT IRREGULARITIES

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

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

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

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

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

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 32. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either submitted a false claim for grant funds t or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 33. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Entity certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 34. SEXUAL HARASSMENT POLICIES

The Implementing Agency agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Implementing Agency's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

SECTION 35. USE OF FUNDS

Implementing Agency certifies that it, and its subcontractors, shall use ARI funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

SECTION 36. TRANSPARENCY ACT COMPLIANCE

The Implementing Agency and Program Agency agree to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The Implementing Agency and Program Agency agree to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 054218524

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

The Implementing Agency's SAM registration is valid until: 9/18/2015

c) Shall provide the Authority with their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

Implementing Agency's CAGE Code: 4QWA6

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR. The acquisition of a DUNS number and registration with the CCR database is not required of subgrantees and contractors who are individuals.

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

SECTION 37. PENALTY FOR FAILURE TO DIVERT

Under the Adult Redeploy Illinois enabling statute, any Implementing Agency not meeting its required reduction shall be assessed a penalty. The Adult Redeploy Illinois Oversight Board (ARIJOB) has set the maximum penalty at one half the marginal cost of incarceration (current maximum penalty is \$2,500). The amount of the penalty assessed will be left to the discretion of the ARIJOB but the Board shall take into consideration factors affecting the Implementing Agency's ability to meet the required reduction, including whether the failure to meet the reduction was beyond the control of the jurisdiction or other extenuating or mitigating circumstances.

SECTION 38. EXPENDITURE EVALUATION

The Authority shall evaluate the amount of unexpended funds remaining and the maximum amount of funds needed to continue the grant. Based on this evaluation, the Authority, at its sole discretion, may reduce the grant award by an amount it deems appropriate.

SECTION 39. CORRECTIVE ACTION PLAN FOR SITES AT RISK OF NOT MEETING REDUCTION GOALS

At the end of each quarter, staff from the site and the Authority will (1) do a formal review of the number of individuals diverted from the Illinois Department of Corrections (using the site's and IDOC's data) and (2) assess whether the number conforms with the site's approved plan in order to achieve the annual 25% reduction included in the plan.

If either site or the Authority believes that it will not, they shall bring the issue to the next meeting of the Oversight Board (or within the first month of the next quarter, whichever is sooner) with a plan for remediation, designed to avert a penalty charge to the site. The site may choose to send its representatives to the Board meeting to explain the plan, and the Board shall act on the plan immediately upon its receipt.

Should the Board not accept the plan, the site will have the opportunity to modify the plan or withdraw from the program by the next Board meeting (or the second month of the quarter, whichever is sooner). Should the site accept the corrective action plan, the plan shall include a schedule for reporting on the progress of the plan, with regular reports at least once a quarter to the Board, until such time as the Board agrees that the corrective action plan has been successfully implemented.

SECTION 40. PARTICIPANT RISK ASSESSMENT LEVELS

At the end of each quarter, staff from the site and the Authority will do a formal review of the risk assessment scores of all participants currently in the program. If the following threshold is not met, the Authority may initiate (1) training or technical assistance and/or (2) corrective action plan.

Threshold: 80% of incoming participants will have moderate to high-risk assessment scores by June 30, 2016. The threshold seeks to ensure that Adult Redeploy Illinois programs are serving a moderate to high-risk prison-bound population.

Threshold means the aggregate minimum risk assessment scores, based on the local county standards, for participant risk levels to meet the percentage and timeframe noted in this paragraph.

SECTION 41. BEHAVIORAL HEALTH AND JUSTICE INFORMATION DATABASE

The Implementing Agency understands that the Department of Human Services, Division of Mental Health (DMH) is developing a behavioral health and justice information database that will facilitate a continuum of care for specialty court/problem solving clients throughout Illinois. In furtherance of this goal, the Implementing Agency agrees to allow the Authority to share information with DMH which is collected pursuant to this agreement, in compliance with all applicable federal and state laws, rules and regulations.

SECTION 42. CRIMINAL CONVICTIONS

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

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

SECTION 43. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDING

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

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

SECTION 44. TIME KEEPING

The Implementing Agency shall, in furtherance of its performance of all aspects of the program description and budget as set forth in Exhibit A and Exhibit B, maintain time keeping records for all grant-funded personnel as follows:

1. Personnel who spend 100% of their time on the program – within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority documentation explaining the Implementing Agency's time keeping procedures. The time keeping procedures must be approved by the Authority.
2. Personnel who spend less than 100% of their time on the program – the Implementing Agency will maintain

timesheets for these employees. The timesheets must:

- Reflect an after-the-fact distribution of the actual activity of each employee (not budgeted time);
- Account for the total activity for which each employee is compensated;
- Be prepared monthly and coincide with one or more pay periods; and
- Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.

Within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority with a copy of the timesheet that will be used by personnel who spend less than 100% of their time on the program. The timesheet must be approved by the Authority. Signed timesheets shall be made available for inspection during site visits, and upon request as part of the Authority's monitoring and oversight responsibilities.

SECTION 45. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

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

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

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

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

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

SECTION 45.5 SPECIAL CONDITION FOR CONTRACTORS
(Applicable to independent contractors, not employees)

If the contractor is selected through a sole source procurement and the payment rate exceeds \$400 for an 8 hour day, or exceeds \$50.00 per hour, the Implementing Agency must submit written justification for that payment rate for PRIOR Authority review and approval.

If the contractor is selected through a sole source procurement and the payment rate is \$50.00 per hour or less, the written justification must be maintained on-site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, the Implementing Agency may be required to submit this justification for Authority review and approval as directed by the Authority.

The written justification for these contractor payments must follow the Authority's required format, which the Authority will provide to the Implementing Agency.

The Implementing Agency must submit copies of all contracts over \$25,000 that are the result of a sole source procurement that it anticipates entering into with the selected contractors for Authority review and approval, PRIOR to their approval and execution by the Implementing Agency.

In addition, the Implementing Agency must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Authority review and approval, PRIOR to their approval and execution by the Implementing Agency. Other contracts may be requested for review, at the discretion of the Authority.

SECTION 46. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

John Maki
Executive Director
Illinois Criminal Justice Information Authority

Date

I, Andy Van Meter, Chairman, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #196023 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #196023, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Andy Van Meter
Chairman
Sangamon County

Date

I, Thomas Cavanaugh, Treasurer, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #196023 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #196023, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Thomas Cavanaugh
Treasurer
Sangamon County

Date

I, Kenneth Deihl, Chief Judge, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #196023 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #196023, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Kenneth Deihl
Chief Judge
Sangamon County Circuit Court

Date