

RESOLUTION NO. 11-1

WHEREAS, Sangamon County has received grant funding from Adult Redeploy Illinois through the Illinois Criminal Justice Information Authority to operate three (3) Problem-Solving Courts (Drug Court, Mental Health Recovery Court, and Veterans Court) to enhance public safety in Sangamon County by reducing criminal behavior, substance abuse and mental health illness among participants through cost-effective collaborative services;

WHEREAS, Sangamon County's Problem-Solving Courts are a highly structured judicial intervention process for substance abuse and mental health illness 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 three (3) Problem-Solving Courts (Drug Court, Mental Health Recovery Court, and Veterans Court) for the period of execution of the contract to June 30, 2019;

WHEREAS, Sangamon County is not required to provide any matching funds for the operation of the three (3) Problem-Solving Courts;

WHEREAS, the Probation and Court Services Department has entered into an agreement with Adult Redeploy Illinois for the provision of operating three (3) Problem-Solving Courts 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 August, 2018, hereby grant the Director of Court Services authorization to execute an agreement for the operation of three (3) Problem-Solving Courts with Adult Redeploy Illinois at a cost not to exceed \$373,415.00.

FILED
AUG 03 2018
Don [Signature]
Sangamon County, Ill.

RECEIVED
2018

Respectfully Submitted,

AUG 01 2018

Court Services Committee
Mike Sheehan
John Beard
Paul Deppe
T. Smith

Andy Goleman
SANGAMON COUNTY AUDITOR

Uniform Application for State Grant Assistance		Updated by ICIA
Illinois Criminal Justice Information Authority Completed Section		
1.	Type of Submission	<input type="checkbox"/> Pre-application <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed / Corrected Application
2.	Type of Application	<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation (i.e. multiple year grant) <input type="checkbox"/> Revision (modification to Initial application)
3.	Date / Time Received by State	Completed by State Agency upon Receipt of Application
4.	Name of the Awarding State Agency	Illinois Criminal Justice Information Authority
5.	Catalog of State Financial Assistance (CSFA) Number	546-00-1687
6.	CSFA Title	Adult Redeploy Illinois (ARI) SFY 19
Grant specific information (if applicable) **		
7.	Agreement Number	199023
8.	Previous Agreement Numbers	198023, 197023, 196023, 195023
Catalog of Federal Domestic Assistance (CFDA)		<input checked="" type="checkbox"/> Not applicable (No federal funding)
9.	CFDA Number	N/A
10.	CFDA Title	N/A
11.	CFDA Number	N/A
12.	CFDA Title	N/A
Federal Fund Information		<input checked="" type="checkbox"/> Not applicable (No federal funding)
13.	Federal Award ID Number	N/A
14.	Federal Award Date	N/A
15.	Amount Obligated by this action	N/A
16.	Total Amount of the Federal Award	N/A
Funding Opportunity Information		
17.	Funding Opportunity Number	N/A
18.	Funding Opportunity Title	N/A
19.	Funding Opportunity Program Field	N/A
Competition Identification <input checked="" type="checkbox"/> Not Applicable		
20.	Competition Identification Number	N/A
21.	Competition Identification Title	N/A

Applicant Completed Section		
Implementing Agency Information**		
22.	Legal Name	Sangamon County
23.	Common Name (DBA)	Sangamon County
24.	Employer / Taxpayer ID Number (EIN, TIN)	376002039
25.	Vendor ID, if different than above	N/A
26.	Organizational DUNS number	054218524
27.	SAM expiration date	04/16/19
28.	SAM Cage Code	4QWA6
29.	Business Address	Street address: 200 S. 9 th Street, Room 204 City: Springfield State: Illinois County: Sangamon Zip + 4: 62701-1968
Implementing Agency: Person to be contacted for Program Matters involving this application.		
30.	First Name	Michael
31.	Last Name	Torchia
32.	Suffix	
33.	Title	Director
34.	Telephone Number	217-753-6783
35.	Fax Number	217-535-3200
36.	Email address	mike.torchia@co.sangamon.il.us
Implementing Agency: Person to be contacted for Business/Administrative Office Matters involving this application.		
37.	First Name	Michael
38.	Last Name	Torchia
39.	Suffix	
40.	Title	Director
41.	Telephone Number	217-753-6783
42.	Fax Number	217-535-3200
43.	Email address	mike.torchia@co.sangamon.il.us
Program Agency information (If different from implementing Agency)**		
44.	Legal Name	Sangamon County
45.	Organizational DUNS number	054218524
46.	SAM expiration date	04/19/19
47.	SAM Cage Code	4QWA6
48.	Business Address	Street address: 200 S. 9 th Street, Room 204 City: Springfield State: Illinois County: Sangamon Zip + 4: 62701-1968
Program Agency: Person to be contacted for Program Matters involving this Application.		
49.	First Name	Michael
50.	Last Name	Torchia

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51.	Suffix	Mr.
52.	Title	Director
53.	Telephone Number	217-753-6783
54.	Fax Number	217-535-3200
55.	Email address	mike.torchia@co.sangamon.il.us
Areas Affected**		
56.	Areas Affected by the Project (County(ies); City(ies); or State-wide)	Sangamon County
57.	Implementing Agency's Legislative District (This must be based on the nine digit zip code registered with SAM.)	Congressional District: 13th State Senate District: 48th State Representative District: 96th
58.	Primary Area of Performance	Springfield, Illinois 62701-1968
59.	Primary Area of Performance's Legislative District (This must be based on the nine digit zip code listed above.)	Congressional District: 13th State Senate District: 48th State Representative District: 96th
Applicant's Project**		
60.	Description Title of Applicant's Project	Sangamon County Adult Redeploy Illinois
61.	Proposed Project Term	Start Date: July 1, 2018 End Date: June 30, 2019
62.	Estimated Funding (Include all that apply)	<input type="checkbox"/> Designated/Awarded Amount, if known: \$373,415.00 <input type="checkbox"/> Budgeted/Requested Amount: \$346,643.00 <input type="checkbox"/> Match: \$ <input type="checkbox"/> Overmatch: \$ <input type="checkbox"/> Program Income: \$ <p style="text-align: right;">Total Amount: \$373,415.00</p> Indirect cost rate: _____
Applicant Certification: By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001) (*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. <p style="text-align: center;"><input checked="" type="checkbox"/> I agree</p>		
Implementing Agency Authorized Official (Director, President, Chair, or similar position)		
63.	First Name	Andy
64.	Last Name	Van Meter
65.	Title	County Chairman
66.	Telephone Number	217-753-6650
67.	Fax Number	217-753-6651

68.	Email address	brian.mcfadden@co.sangamon.il.us
69.	Signature of Authorized Representative	<i>Brian McFadden</i>
70.	Date Signed	5/2/18
Implementing Agency Financial Officer (Chief Financial Officer, Comptroller, Treasurer, or similar position.)		
71.	First Name	Tom
72.	Last Name	Cavanagh
73.	Title	Treasurer
74.	Telephone Number	217-753-6800
75.	Fax Number	217-753-6837
76.	Email address	tom.cavanagh@co.sangamon.il.us
77.	Signature of Authorized Representative	<i>Tom Cavanagh</i>
78.	Date Signed	5/1/18
Program Agency Authorized Official		
79.	First Name	John
80.	Last Name	Belz
81.	Title	Chief Judge-7 th Judicial Circuit
82.	Telephone Number	217-753-6653
83.	Fax Number	217-753-6357
84.	Email address	
85.	Signature of Authorized Representative	<i>John Belz</i>
86.	Date Signed	5/8/18

** ICJA specific modification to GATA form

INTER-GOVERNMENTAL AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
Sangamon County on behalf of the Sangamon County Circuit Court

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams Street, Suite 200, Chicago, Illinois 60606, and Sangamon County on behalf of the Sangamon County Circuit Court (Grantee), with its principal office at 200 S. 9th St RM 204 Springfield, Illinois 62701-1968, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 054218524 is Grantee's correct DUNS number, that 37-6002039 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. **Amount of Agreement.** Grant Funds are estimated to be \$ 373,415.00, of which \$0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. **Identification Numbers.** The Catalog of State Financial Assistance (CSFA) Number is 546-00-1687. The State Award Identification Number is 1687-6580.

1.4. **Term.** This Agreement shall commence on July 1, 2018. This Agreement shall expire on June 30, 2019, unless terminated pursuant to this Agreement.

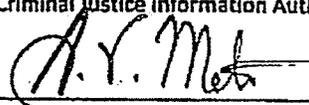
1.5. **Certification.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this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

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

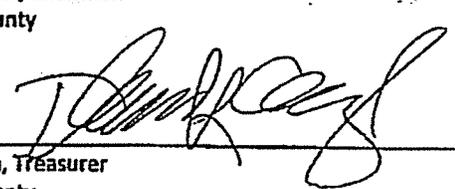
rec'd 7/15/18

By: 
John Maki, Executive Director
Illinois Criminal Justice Information Authority

Date: 7/15/18

By: 
Andy Van Meter, Chairman
Sangamon County

Date: 6/28/18

By: 
Tom Cavanagh, Treasurer
Sangamon County

Date: 6/28/18

By: 
John Belz, Chief Judge
7th Judicial Circuit

Date: 6/29/18

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

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

ARTICLE III
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"FAIN" means the Federal Award Identification Number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

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

ARTICLE IV PAYMENT

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

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

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

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

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

4.6. Interest.

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

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

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; See also 30 ILCS 705/10.

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

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

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that

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require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

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

**ARTICLE VI
BUDGET**

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

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

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

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

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

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

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

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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- (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- (d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).
- (e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- (f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).
- (g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- (i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).
- (j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC 57401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).
- (k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).
- (l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

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

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

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

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

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of

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

**ARTICLE X
UNLAWFUL DISCRIMINATION**

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

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

**ARTICLE XI
LOBBYING**

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

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

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance

expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 15 calendar days following the three-month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 30 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 30 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

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

13.3. Consolidated Year-End Financial Reports.

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

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

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

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

- (d) Consolidated Year-End Financial Reports must include an opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.
- (e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.
- (f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. **Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 15 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. **Close-out Performance Reports.** Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 30 calendar days following the end of the period of performance. See 2 CFR 200.343.

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

14.4. **Performance Standards.** Grantee shall perform in accordance with the Performance Standards

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set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

**ARTICLE XV
AUDIT REQUIREMENTS**

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

15.2. **Audit Requirements.**

(a) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

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

(i) If, during its fiscal year, Grantee expends \$300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the Grantee's audit period.

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

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

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consequences for late reporting.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

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

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

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

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or

takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

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

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**ARTICLE XVIII
NOTICE OF CHANGE**

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

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

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

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

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

**ARTICLE XIX
STRUCTURAL REORGANIZATION**

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

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI
CONFLICT OF INTEREST**

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will

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

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

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

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

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in

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these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS**

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

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

**ARTICLE XXVI
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

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

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

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

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

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EXHIBIT A

PROJECT DESCRIPTION

Sangamon County is currently utilizing funding from the Adult Redeploy Illinois (ARI) grant to maintain and expand our three (3) Problem-Solving Courts (Drug Court, Recovery (Mental Health) Court, and Veterans Court); including the continuation of evidence-based programming and principles expanding eligibility to include persons with drug dependency and/or mental health issues charged with a Class 2, Class 3, or Class 4 non-violent felony offense. With the expansion of the ARI program to include all problem-solving courts, Sangamon County is able to expand and target more eligible offenders and reduce ARI-eligible IDOC commitments from the identified target population. Numbers in the target population are: 50-Drug Court, 25-Recovery Court, 25-Veterans Court. This target population is not tied to the Illinois Department of Correction's (IDOT) data; however, it is Sangamon County's maximum target on the number of each participant in each problem-solving court. Based on the number of eligible Class 2, Class 3 and Class 4s, a "baseline" 25% reduction would be 45 offenders. The addition of 51 individuals to the target population who are "carry over" from SFY2018 to SFY 2019 creates a SFY2019 reduction goal of 58 ($179 + 51 = 230 \times 25\% = 58$).

Sangamon County targets non-violent felony offenders who have been identified as a substance abuse offender and/or mentally ill offender. All referrals made to Problem-Solving Courts are screened utilizing a substance abuse evaluation, Risk and Needs Triage (RANT) and a Level Service Inventory-Revised (LSI-R) to determine eligibility. Our Drug Court Program is designed and implemented based on the Ten (10) Key Components of Drug Court along with the seven (7) Bureau of Justice (BJA)-National Institute of Justice (NIJ) Program Design Features. Along with the key components and program design features, we utilize evidence-based/promising practices such as LSI-R assessment, RANT, Texas Christian University (TCU) drug screen, matrix model of substance abuse treatment, cognitive-behavioral therapy, motivational interviewing, Thinking for a Change, Moral Recognition Therapy (MRT), sanctions and incentives, and transitional housing.

Illinois faces a corrections crisis. The current prison system, designed to hold 34,000 inmates, is attempting to accommodate a record 49,000 prisoners. Every year, approximately 13,000 non-violent offenders are sent to the Illinois Department of Corrections, including an average of 179 offenders from Sangamon County for the period of 2015 to 2017 who would have been eligible for Problem-Solving Courts or another diversion program. A significant number of non-violent offenders enter the Illinois Department of Corrections (IDOC) every year; 56% of FY2017 admissions to IDOC were for non-violent offenses eligible for diversion. Non-violent offenders are processed into the prison system at great cost to taxpayers, yet often the offenders do not stay long enough in the system to receive meaningful punishment or rehabilitation. As a result, upon leaving prison, they continue to struggle with the problems contributing to their criminal behavior and are at high risk of committing new crimes. Research shows that many non-violent offenders could be supervised in the community more cost-effectively and with better

outcomes/results; however, the resources for intensive supervision and treatment services are insufficient to meet offenders' needs and public safety concerns.

A barrier that we face is the heroin epidemic which is the drug of choice in our area. The participants that have a heroin addiction need more treatment services, as well as Medication-Assisted Treatment (MAT), which is costly. We are working diligently to identify strategies for enabling the participants to have access to affordable MAT. Sangamon County seeks support from Adult Redeploy Illinois to provide a continuum of local, community-based sanctions and treatment alternatives for non-violent offenders who would otherwise be incarcerated if those local services and sanctions were not available.

According to the 2016 U.S. Census, Sangamon County covers approximately 858 square miles and has an estimated population of 199,271. Sangamon County consists of one (1) large metropolitan area, Springfield, with a population of approximately 118,000 surrounded by several "bedroom" communities. Of the 199,271 persons in Sangamon County, 151,446 (76%) are over the age of 18. 62.4% of Sangamon County's population is between the ages of 18 and 64, with a median age of 39.3. Sangamon County's population of persons over the age of 18 is comparable to Illinois' population. Illinois' population is 12,910,409, with 9,733,032 (75.4%) being over the age of 18 and a median age of 36.2. Sangamon County has a higher proportion of whites than Illinois in general, and lower proportions of black and Asian residents. Among those 25 and older, 3,679 Sangamon County residents have less than a 9th grade education; and an additional 8,192 attended high school, but neither graduated nor earned an equivalency diploma. Of the remainder, 38,850 graduated high school or obtained a GED, 29,637 attended college with no degree, 10,704 earned an associate's degree, 25,864 have a bachelor's degree, and 15,167 have advanced degrees. Sangamon County has proportionately more high school and college graduates than Illinois. This may be, in part, due to the fact that Illinois government is the primary employer in Sangamon County; which tends to draw more degreed professional employees. As of December 2016, Sangamon County's unemployment rate was 7.4% compared to the to the State of Illinois' unemployment rate of 5.7%. Sangamon County's poverty level is currently at 13%; which is similar to the State of Illinois' poverty level of 13.8%.

Sangamon County is currently utilizing funding from the Adult Redeploy Illinois (ARI) grant to maintain and expand our three (3) Problem-Solving Courts (Drug Court, Recovery (Mental Health) Court, and Veterans Court); including the continuation of evidence-based programming and principles expanding eligibility to include persons with drug dependency and/or mental health issues charged with a Class 2, Class 3, or Class 4 non-violent felony offense. With the expansion of the ARI program to include all problem-solving courts, Sangamon County is able to expand and target more eligible offenders and reduce ARI-eligible IDOC commitments from the identified target population. Sangamon County will continue to formalize a complete and thorough screening and assessment for ARI-eligible offenders in order to match the offenders with the most appropriate problem-solving court, and appropriate community-based services. These activities will continue to develop community collaborations, link participants to community resources, and be a cost-effective alternative to traditional court case processing and sentencing. The funding will support activities to include the integration of alcohol and other drug treatment, mental health care, clinical case management, and anger management services

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within the problem-solving court system. This will include individual, group, and family counseling and support services. Other program activities will include, but are not limited to, transportation, job skills training, cognitive behavioral therapy, financial assistance, and housing assistance.

When an offender is referred to Drug Court, Recovery Court or Veterans Court, the Court Services Department – Adult Services completes the screening for Problem-Solving Court eligibility, which includes a criminal record background check, Risk and Need Triage (RANT) and a Level of Services Inventory-Revised (LSI-R). As part of the initial screening process, eligible participants meet with the treatment service provider for evaluation and placement into recommended treatment. The instruments that are utilized are the American Society of Addiction Medicine (ASAM) diagnostics on six dimensions to determine level-of-care placement and individualized treatment plans, the Texas Christian University (TCU) drug screen, and the DSM IV diagnostic impression. The level of care determination for substance abuse treatment is based on assessment results, using the ASAM dimensions and Patient Placement Criteria 2nd Edition, Revised (ASAM PPC2R). Additionally, while being screened for treatment needs, the offender is assessed by a probation officer for other areas of need, such as education, financial assistance, and job skills training through utilizing the LSI-R. Case management services are integral to the success of the Problem-Solving Courts. By definition, case management includes several components, which has been delivered by the Court Team members with specific areas of expertise. Individual case management will involve monitoring the participant's progress and movement through the court and treatment phases, with the level of one-on-one contact participant dependent on the probationer's phase. The local treatment provider utilizes a clinical program model that is based on a Matrix Model, a proven effective, evidence-based protocol that has been used in the treatment of addicts. The Matrix is a readymade intensive outpatient program (IOP) that normally involves four (4) to six (6) months of participation. It is a comprehensive, multi-format program that covers six key clinical areas: 1) individual/conjoint therapy, 2) early recovery, 3) relapse prevention, 4) family education, 5) social support, and 6) urine testing. It is an integrated therapeutic model incorporating 1) cognitive behavioral therapy, 2) motivational interviewing, 3) couples and family therapy, 4) individual supportive/expressive psychotherapy and psycho education, 5) Twelve Step facilitation, and 6) group therapy and social support. One of the more attractive aspects of the Matrix Model is that it is continuous; participants can start the program at any time. The Drug Court Team, the Recovery Court Team, and the Veterans Court Team have put together a list of possible incentives and sanctions to use with participants. For each task a participant is asked to do, the plan is to have a response with either an incentive for a job well done or a sanction, as needed. Incentives include verbal praise, decreased reporting, bus passes, candy, gift cards to area businesses, and food pantry certificates. Sanctions include curfew, thinking reports by participants, increased reporting, and jail time. Since the implementation of ARI, Sangamon County has meet its objectives as we have complied with the reporting requirements, performance measurements, and evaluation activities in conjunction with the Illinois Criminal Justice Information Authority as developed by the Adult Redeploy Illinois Oversight Board. The grantee agrees to continue to participate in performance measurement and evaluation activities in conjunction with the Illinois Criminal Justice

Information Authority and as developed by the Adult Redeploy Illinois Oversight Board. Specifically, the Crime Reduction Act which requires a "performance measurement system that includes but is not limited to the following key performance indicators: recidivism, rate of revocations, employment rates, education achievement, successful completion of substance abuse treatment programs, and payment of victim restitution."

Goals:

The ARI program will reduce ARI-eligible IDOC commitments from the identified target population of the county/circuit by 25% over the grant period. This figure is 25% of the average number of IDOC commitments over the previous three years for which data is available (2015-2017) from the identified target population.

1. Define the target population (e.g., Class 3 and 4 offenders with drug dependency issues, Class 2-4 probation violators, etc.): Class 2-4 with drug dependency and/or mental health issues
2. Provide the number in the target population: 50-Drug Court, 25-Recovery Court, 25-Veterans Court
3. Calculate the baseline 25% reduction goal for the grant period (25% of the target population): Based on the number of eligible Class 2, Class 3 and Class 4s, a "baseline" 25% reduction would be 45 offenders. The addition of 51 individuals to the target population who are "carry over" from SFY2018 to SFY2019 creates an SFY2019 reduction goal of 58 ($179 + 51 = 230 \times 25\% = 58$).
4. Estimated number of participants to be served within the grant period (service goal): 50-Drug Court, 25-Recovery Court, 25-Veterans Court
5. Estimated number of program slots at any given time (program capacity): 50-Drug Court, 25-Recovery Court, 25-Veterans Court
6. Estimated number of people in the program on June 30, 2018 that will "carry-over" into SFY19: 51

Other goals: The goals of the Problem-Solving Courts would be to continue to improve public safety by reducing recidivism among Problem-Solving Court participants, to develop community collaborations, to link participants to community resources, and for the Problem-Solving Courts to be a cost-effective alternative to traditional court case processing and sentencing. Problem-Solving court objectives include having Problem-Solving Courts that integrates alcohol and other drug treatment and clinical case management with the court system, identifying appropriate offenders for Problem-Solving Court, developing community partnerships and education forums, completing assessments on participants and then matching them with the most appropriate services available, and reducing the amount of time participants, as a group, are incarcerated.

One of the major barriers that we faced in SFY2016 and SFY2017 was the Illinois budget impasse. The budget issues have carried over to SFY2018 as the State is in arrears in making payments to Sangamon County. Despite the State being in arrears, Sangamon County has been allowed to continue to operate. Another barrier that we facing is the heroin epidemic which is

the drug of choice in our area. The participants that have a heroin addiction need more treatment services, as well as Medication-Assisted Treatment (MAT), which is costly. We are working diligently to identify strategies for enabling the participants to have access to affordable MAT.

As required through the Administrative Office of the Illinois Courts (AOIC), all Problem-Solving Courts had to go through a certification process to continue with existing problem-solving courts and to be certified prior to starting any new problem-solving courts. At the start of SFY2018, Sangamon County already had a Drug Court and a Recovery Court (Mental Health) in operation. Sangamon County has received its certification for the Drug Court and is currently awaiting on approval for Recovery Court (Mental Health). In SFY2018 ARI grant, Sangamon County indicated that they would start a Veterans Court, however, due to the certification process, we were not able to start Veterans Court until April 2018. Despite the above listed barriers, we were successful in meeting our target for Drug Court.

Sangamon County will formalize a complete and thorough screening and assessment for ARI-eligible offenders in order to match the offenders with the most appropriate problem-solving court, and appropriate community-based services. These activities will continue to develop community collaborations, link participants to community resources, and be a cost-effective alternative to traditional court case processing and sentencing. The funding will support activities to include the integration of alcohol and other drug treatment, mental health care, clinical case management, and anger management services within the problem-solving court system. This will include individual, group, and family counseling and support services. Other program activities will include, but are not limited to, transportation, job skills training, cognitive behavioral therapy, financial assistance, and housing assistance.

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**EXHIBIT B
DELIVERABLES OR MILESTONES**

Activity	Personnel Responsible	Date Completed
Convene organizational meetings	Coordinator/Problem-Solving Court Teams	Ongoing/Quarterly
Provide monthly fiscal reports	Administrative Manager/Director	Monthly-By the 15 th of the following month
Provide quarterly data progress reports	Coordinator/Director	Quarterly-By the 15 th of month following quarter
Submit quarterly electronic data	Coordinator/Director	Quarterly-By the 15 th of month following quarter
Attend All-Sites Summit	Coordinator/Director	Spring 2019
Attend ILAPSC Conference	Coordinator/Director	October 2018
Attend other training	Problem-Solving Court Team members	As needed
Continue to accept new participants in Problem-Solving Courts	Problem-Solving Court Teams	Weekly
Initiate case management	Coordinator/Probation Officers	Daily
Coordinate/Provide training to Problem-Solving Court Team members	Director-Court Services/Coordinator	As needed
Continue to utilize the RANT, LSI-R, and other assessment tools to screen for ARI participants	Coordinator/Probation Officer/Behavioral Health Specialist/Veterans Justice Outreach Coordinator	As needed
Continue to utilize motivational interviewing and cognitive behavioral therapy techniques with ARI participants to get ARI participants to change their behaviors	Coordinator/Probation officers/Service providers/Judges/Problem-Solving Team members	As needed
Continue to utilize Cognitive Behavioral Therapy with ARI participants	Probation Officers/Behavioral Health Specialist/Memorial Behavioral Health personnel	As needed
Continue to utilize the Risk-Needs-Responsivity Model to match ARI	Coordinator/Probation Officers/Community	As needed

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participants with resources and community agencies	Service Providers/Problem-Solving Court Team members	
Continue to utilize incentives and sanctions to ARI participants	Judges/Problem-Solving Court Team members	As needed

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EXHIBIT C

PAYMENT

Grantee shall receive \$373,415.00 under this Agreement.

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

2. The payment amount is an estimate, and can be increased or decreased in accordance with PART ONE, ARTICLE IV, Section 4.5 of this Agreement.

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EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Shamsideen Balogun
Title: Criminal Justice Specialist
Address: 300 W. Adams St. STE 200 Chicago, IL 60606
Phone: 312-793-8516
TTY#: 312-793-4170
Fax#: 312-793-8422
E-mail Address: Shamsideen Balogun

GRANTEE CONTACT

Name: Mike Torchia
Title: Director
Address: 200 S. 9th St., RM 308 Springfield, IL 62701
Phone: 217-753-6783
TTY #:
Fax #: 217-535-3200
E-mail Address: mike.torchia@co.sangamon.il.us
Additional Information:

**EXHIBIT E
PERFORMANCE MEASURES**

Goal: Reduce the number of non-violent offenders committed to prison from the identified target population by 25% based on the average number of commitments in the prior three years.

1. Define the target population (e.g., Class 3 and 4 offenders with substance use disorders, Class 2-4 probation violators, etc.): Sangamon County's target population is Class 2-4 non-violent offenders who are identified with a substance abuse disorder and/or a mental health illness. Also, Sangamon County targets Veterans who are eligible for VA benefits that follow within the above defined target population criteria.
2. Provide the number in the target population: 179
3. Calculate the baseline 25% reduction goal for the grant period (25% of the target population): 58
(179 + 51(Carryover) = 230 x 25% = 58)
4. Estimated number of participants to be served within the grant period (service goal): Up to 100 offenders
5. Estimated number of program slots at any given time (program capacity): Drug Court-50, Recovery Court (Mental Health)-25, Veterans Court-25
6. Estimated number of people in the program on June 30, 2018 that will "carry-over" into SFY19: 51

Process Objectives	Performance Measures
Form multi-disciplinary team (MDT) to guide program implementation – <u>Y/N</u>	<ul style="list-style-type: none"> ➤ Types of disciplines and roles represented ➤ % of meetings in which a majority of team members are in attendance.
Provide 20 hours of training for staff and team members in EBPs, reporting and data submission	<ul style="list-style-type: none"> ➤ Number of hours of training ➤ Types of training ➤ % of staff who are EBP trained.
Identify, assess and enroll appropriate target population assuring that at least <u>80%</u> of those served are moderate to high risk.	<ul style="list-style-type: none"> ➤ Number of clients referred ➤ % of clients assessed ➤ Number enrolled in the program ➤ Number of clients accepted into the program at each risk level: high, medium, low ➤ % of program capacity
Based on assessed risk and needs, develop individualized service plans for <u>100%</u> of participants and connect participants to appropriate services and supervision levels	<ul style="list-style-type: none"> ➤ % of participants with completed assessments ➤ % of participants with completed service plan ➤ Number with substance abuse disorder (if applicable) ➤ Number with mental health diagnosis (if applicable)
Monitor compliance and progress with at least <u>2</u> face-to-face meetings per month	<ul style="list-style-type: none"> ➤ Number of monthly face-to-face meetings with probation officer ➤ Number of clients at each program/treatment level or phase ➤ Average monthly caseload for program staff

Use contingency management to balance sanctions and incentives and apply appropriate therapeutic adjustments	<ul style="list-style-type: none"> ➤ Ratio of sanctions to incentives ➤ Number of jail days as sanctions
Collect and submit performance measurement data as required – Yes	<ul style="list-style-type: none"> ➤ Number and quality of mandatory data elements at the individual level
Outcome Objectives	Performance Measures
Divert at least <u>25%</u> of individuals from the target population, reducing prison usage	<ul style="list-style-type: none"> ➤ Number enrolled ➤ Number active ➤ Number successfully completed ➤ Number terminated to IDOC
<u>35%</u> of program participants will successfully complete program requirements.	<ul style="list-style-type: none"> ➤ Treatment completion rate ➤ % successfully completing all program requirements ➤ % unsuccessfully completing all program requirements
<u>25%</u> of program participants will make restitution for crimes committed and harm done to victims and their communities	<ul style="list-style-type: none"> ➤ Number ordered to complete a restorative justice process ➤ Number completing a restorative justice process ➤ Number ordered to pay restitution; amount ordered ➤ Number who paid restitution; amount paid

Problem-Solving Court Certification

- Certification received (date received: 03/05/18-Drug Court & 03/05/18-Veterans Court. Provide certificate of authentication provided by AOIC.
- Certification in process (date expected: 07/01/18-Recovery (Mental Health) Court). Describe any relevant factors: Certification paperwork has been submitted. AOIC has interviewed all team members and did an on-site visit and observation.
- Certification denied (date denied:). If denied, describe next steps:

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**EXHIBIT F
PERFORMANCE STANDARDS**

The following performance standards will be used to review adherence to ARI requirements. Certain conditions related to the performance standards may initiate the need for technical assistance and/or corrective action. The following is for information purposes and will be included in the grant agreement.

Contractual Performance Measure	Technical Assistance and/or Initiator for Corrective Action
Reduction goal: <ul style="list-style-type: none"> • 25% reduction of ARI-eligible IDOC commitments from the identified target population for the grant period. 	<ul style="list-style-type: none"> • Failure to meet or risk of failure to meet the contractual 25% reduction goal for the grant period.
Assessment tools: <ul style="list-style-type: none"> • Risk and needs assessment information utilized for enrollment determinations. 	<ul style="list-style-type: none"> • No assessment tool in use. • Assessment tool not used consistently. • Assessment tool falling to guide enrollment or programming determinations.
Evidence-based practices (EBP): <ul style="list-style-type: none"> • Fidelity of EBP is documented. • 100% of enrolled are receiving EBP. • % high-risk/need engaged in appropriate programming (e.g. substance abuse treatment, mental health treatment, cognitive-behavioral therapy). 	<ul style="list-style-type: none"> • Failure to use EBP (e.g., failure to assess and use information for enrollment and programming, failure to utilize risk-need-responsivity model, failure to use evidence-based programs or curricula). • Failure to address technical assistance recommendations in a timely manner.
Appropriate ARI target/service population: <ul style="list-style-type: none"> • Participants are: <ul style="list-style-type: none"> ○ Non-violent ○ Prison-bound ○ Moderate to high risk • Local programs enroll appropriate target population as planned to match intervention (e.g., high-risk/low-need or high-risk/high-need). 	<ul style="list-style-type: none"> • Analysis of program's unsuccessful exits shows a lower than pre-determined threshold of program revocations committed to IDOC. • Analysis of assessment scores shows program is not serving over 80% moderate to high-risk individuals. • Analysis shows program is excessively overriding assessment scores.
Provision of program data as required in contracts: <ul style="list-style-type: none"> • Demographics • Case information • ARI information <ul style="list-style-type: none"> ○ Probation/ARI conditions ○ Drug testing results ○ Diagnosis information ○ Treatment providers ○ Status/termination of conditions ○ Changes in employment/education levels ○ Technical violations, arrests, convictions ○ Assessment information ○ Client contacts 	<ul style="list-style-type: none"> • Failure to provide requested data in the form/detail requested or in a timely manner.

Corrective action plan (CAP) remedies:

1. Training (use of assessment tools, evidence-based practices, data collection, group dynamics)

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- 2. Technical assistance
- 3. Assessment of mitigating circumstances
- 4. Sanctions
- 5. Termination of contract

EXHIBIT G

SPECIFIC CONDITIONS

1. There are no programmatic specific risk conditions.
2. Grantee agrees to all comply with all of the terms and conditions required by the Department Of Transportation as a result of Grantee's Internal Controls Questionnaire (ICQ).
3. The ICQ Specific Conditions are attached and included as EXHIBIT H.
4. Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

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EXHIBIT H

INTERNAL CONTROLS QUESTIONNAIRE SPECIFIC CONDITIONS

SUBRECIPIENT CONDITIONS

ICQ Section:	03-Financial and Regulatory Reporting (2 CFR 200.327)
Conditions:	Requires more detailed reporting;
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix:	Implementation of new or enhanced system, mitigating controls or a combination of both.
Timeframe:	One year.
ICQ Section:	09-Procurement Standards (2 CFR 200.317 - 326)
Conditions:	Requires additional prior approvals;
Risk Explanation:	Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.
How to Fix:	Implementation of corrective action including new or enhanced controls over procurements of activities.
Timeframe:	One year from the implementation of corrective action.
ICQ Section:	10-Subrecipient Monitoring and Management (2 CFR 200.330 - 332)
Conditions:	Requires technical support in the form of required training; Requires additional prior approvals;
Risk Explanation:	Medium to high risk increases the likelihood that subrecipients are not compliant with grant requirements and could result in fraud, waste and abuse occurring without being detected on a timely basis.
How to Fix:	Implementation of corrective action to enhance the subrecipient monitoring and management.
Timeframe:	One year from the implementation of corrective action.
ICQ Section:	11-Fraud, Waste and Abuse

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Conditions:	Requires technical assistance including required training;
Risk Explanation:	Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employees duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.
How to Fix:	Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.
Timeframe:	One year after implementation of corrective action.

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PART TWO – THE GRANTOR-SPECIFIC TERMS

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

1. Definitions

"Authority" means the Illinois Criminal Justice Information Authority.

"Program" 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.

- 2. Budget Changes.** Grantee may only make a discretionary line item transfer after providing written notification to Grantor.
- 3. Costs Incurred.** At Grantor's discretion, costs incurred before the execution date of this Agreement may be charged to this Agreement if included in the Budget, incurred during the period of performance, and Grantee performed in accordance with the terms and conditions of this Agreement. Grantor shall not be responsible for costs incurred before or after the period of performance of this Agreement.

4. Commencement of Performance.

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

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

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

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

- 5. Supplanting.** Grantee certifies that ARI funds made available under this Agreement will not be used to supplant/replace State, local, or other funds that would otherwise be made available to Grantee for purposes related to this program. Grantee certifies that ARI funds made available under this Agreement will be used to supplement/increase existing funds for such purposes.

- 6. Program Income.** All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the

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purposes and under the conditions applicable to the use of grant funds. Program income may be retained by Grantee for any purpose that furthers the objectives of the grant. Grantee shall report and account for such program income as required by the Grantor.

7. Reporting and Evaluation Requirements.

7.1. Grantee shall submit the following reports to the Grantor 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 the Agreement;
- any other reports specified by the Grantor.

7.2. Grantee shall submit the following reports to the Grantor on a monthly basis, by the 15th day of each month following the previous month:

- fiscal reports detailing financial expenditures for the previous month; and
- any other reports specified by the Grantor.

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

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

7.5. The quarterly reports should be submitted based on the following schedule:

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

8. Inspection and Audit.

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

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

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

8.4. Grantor, the Illinois Auditor General and the Illinois Attorney General shall have access for

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purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of Grantee, and to relevant books, documents, papers and records of subcontractors.

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

10. Procurement Requirements and Requests for Proposals.

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

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

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

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

11. Sub-contracting.

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

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

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

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

12. Sub-granting.

12.1. 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 Grantor and shall be subject to all terms and conditions contained in this Agreement. If the use of sub-grantees is approved by the Grantor, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Grantee is bound and obligated. The Grantee shall make reasonable efforts to assure that all sub-grantees adhere to the terms and conditions of this agreement. The Grantor shall not be responsible for the performance, acts or omissions of any sub-grantees

12.2. The Grantee 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 Grantor does not relieve the Grantee of its obligation to assure performance under this Agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the sub-grantee by Grantee.

13. Management and Disposition of Equipment and Supplies.

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

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

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

- A. Reduce the amount of funding;

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

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

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

15. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government, and Grantor in the performance of this Agreement.

16. Nondiscrimination.

16.1 Grantee certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. Grantee certifies that in complying with 42 USC 10604(e), as implemented by 28 CFR Part 42, it shall comply with such guidance as may be issued from time to time by the Office for Civil Rights within the Office of Justice Programs. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

16.2 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service. Grantee further certifies that it will not engage in any prohibited discrimination which may be in violation of Title VI of the Civil Rights Act of 1964, The Omnibus Crime Control and Safe Streets Act of 1968, The Violence Against Women Act of 1994, The Victims of Crime Act of 1984, The Juvenile Justice and Delinquency Prevention Act of 1974, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, The DOJ regulations on the Equal Treatment for Faith-Based Organizations, The Illinois Human Rights Act, The Public Works Employment Discrimination Act, The Illinois Environmental Barriers Act, and any other Federal, State, or local civil rights laws.

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

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

- 16.5 In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding. Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 16.6 Grantee agrees to comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.
- 16.7 Grantee shall designate a Civil Rights Coordinator. The Civil Rights Coordinator need not be grant funded. Grantee shall promptly notify Grantor of any change regarding the designated Civil Rights Coordinator. The Civil Rights Coordinator shall serve as the liaison for all civil rights related matters.
- 16.8 Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any complaints filed with Grantee of prohibited discrimination grant employees, beneficiaries or potential beneficiaries.
- 16.9 Grantee's designated Civil Rights Coordinator and any program staff and match volunteers who have direct contact with program beneficiaries shall complete annual civil rights training as required and approved by Grantor.
- 16.10 Grantee shall certify prior to grant execution that Grantee will comply with all Federal, State, and Grantor civil rights requirements.
- 16.11 Grantee shall fully participate in any investigation regarding allegation of prohibited discrimination by Grantee towards Grantee employees or Grantee beneficiaries.
- 16.13 Grantee shall provide notice to employees and beneficiaries that it complies with applicable civil rights laws and that complaints may be filed with Grantor or the U.S. Department of Justice, Office for Civil Rights.
- 16.14 Grantee agrees to complete a Civil Rights Compliance Questionnaire as required by Grantor.
17. Confidentiality of Records.
- 17.1 Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.
- 17.2 Grantee shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.
18. Disclosure of Solicitation for Employment. Grantee shall notify Grantor's Ethics Officer if Grantee solicits or intends to solicit for employment any of the Grantor's employees during any part of the award funding process or during the term of any interagency agreement awarded.

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- 19. Eligibility for Employment in the United States. Grantee shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by Grantee to verify that persons employed by Grantee are eligible to work in the United States.
- 20. Public Statements. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with ARI funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funding under this agreement, and (2) the dollar amount of funding for the project or program.

21. Copyrights and Patents.

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

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

22. Publications.

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

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

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

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

22.5. 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."

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

23. Transparency Act Compliance.

23.1. Grantee and Program Agency further agree that all agreements entered into with sub-grantees or contractors, shall require compliance by the sub-grantee or contractor with the Federal Funding

Accountability and Transparency Act of 2006 including obtaining a DUNS number and maintaining registration with SAM.gov. The acquisition of a DUNS number and registration with SAM.gov is not required of sub-grantees and contractors who are individuals.

23.2. Grantee shall provide Grantor with completed "Addendums to Agreements" for all sub-grantees and sub-contractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

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

25. Failure to File in a Timely Fashion.

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

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

26. Reporting Grant Irregularities.

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

26.2. Grantee shall inform any sub-recipient of Grantor's grant funds that the sub-recipient is similarly obligated to report irregularities and Grantee shall provide a copy of Grantor's policy to any sub-recipient.

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

Grantor.

26.4. In addition, Grantor, 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.

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

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

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

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

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

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

Phone: 312-793-8550

28. Use of Funds. Grantee certifies that it, and its subcontractors, shall use grant funds, if applicable, funds for only allowable services, activities and costs, as described in the Agreement. Grantee certifies that only those costs listed in the Budget shall be paid pursuant to this Agreement.

29. Grant Funds Recovery and Involuntary Withholdings.

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

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

been the subject to an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding, Grantor may terminate this agreement at Grantor's discretion.

30. Crimes of Dishonesty.

30.1. Grantee certifies that its own and its sub-grantees' and its sub-contractor's 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.

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

31. Timekeeping.

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

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

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

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

31.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet

or log that includes dates and hours worked on the grant program.

31.4. Along with each quarterly report, Grantee shall submit a Quarterly Time Keeping Certification to Grantor. The Quarterly Time Keeping Certification shall include a certification listing all employees who must complete PARs as set forth in Section 24.1(A), and match volunteers, including their 1) program working hours and 2) total working hours.

31.5 Prior to the execution of this agreement, Grantee must provide Grantor with a copy of any time certification form and PAR that will be used for Grantor's approval.

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

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

32.1. Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.

32.1. Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.

32.3. Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.

32.4. Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.

32.5. Includes classification of expenditures (e.g., personnel, commodities, equipment).

32.6. Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.

32.7. Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. See 2 CFR 200.302.

33. Project Monitoring and Evaluation.

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

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

33.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness in victim service provision. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined

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Agreement No. 199023

under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, as requested by Grantor.

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

PART THREE – THE PROJECT-SPECIFIC TERMS

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

- 1. Penalty for Failure to Divert. Under the Adult Redeploy Illinois enabling statute, any Grantee not meeting its required reduction shall be assessed a penalty. The Adult Redeploy Illinois Oversight Board (ARIOB) 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 ARIOB but the Board shall take into consideration factors affecting the Grantor'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.
- 2. Expenditure Evaluation. The Grantor shall evaluate the amount of unexpended funds remaining and the maximum amount of funds needed to continue the grant. Based on this evaluation, the Grantor, at its sole discretion, may reduce the grant award by an amount it deems appropriate.
- 3. Corrective Action Plan.
 - 3.1 At the end of each quarter, the Grantee and the Grantor will (1) do a formal review of the number of individuals diverted from the Illinois Department of Corrections (using the Grantee's and IDOC's data) and (2) assess whether the number conforms with the Grantee's approved plan in order to achieve the annual 25% reduction included in the plan.
 - 3.2 If either the Grantee or the Grantor believes that it will not, they shall bring the issue to the next meeting of the ARIOB (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 Grantee. The Grantee may choose to send its representatives to the ARIOB meeting to explain the plan, and the ARIOB shall act on the plan immediately upon its receipt.
 - 3.3 Should the ARIOB not accept the plan, the Grantee will have the opportunity to modify the plan or withdraw from the program by the next ARIOB meeting (or the second month of the quarter, whichever is sooner). Should the Grantee 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 ARIOB, until such time as the ARIOB agrees that the corrective action plan has been successfully implemented.
 - 3.4 A similar corrective action plan process will be followed as it relates to Grantee's failure (or risk thereof) to meet other contractual performance measures stated in the Illinois Crime Reduction Act (730 ILCS 190/et. seq), namely the use of assessment tools and evidence-based practices, appropriate target/service population, and provision of required data.
- 4. Participant Risk Assessment Levels.
 - 4.1 At the end of each quarter, the Grantee and the Grantor 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 Grantor may initiate (1) training or technical assistance and/or (2) a corrective action plan.
 - 4.2 **Threshold:** Threshold means the aggregate minimum risk assessment scores, based on the local

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county standards, for participant risk levels to meet the percentage and timeframe. For Adult Redeploy Illinois, 80% of incoming participants shall have moderate to high-risk assessment scores. The threshold seeks to ensure that Adult Redeploy Illinois programs are serving a moderate to high-risk prison bound population.

5. **Problem Solving Courts (PSC) Certification.** If the Grantee is determined to be an existing PSC, proposed PSC, or specially designated PSC calendar, the Grantee must be evaluated, or in the process of being evaluated, by the Administrative Office of the Illinois Courts (AOIC) and must be certified as compliant with the Problem-solving Court Standards (Standards) through the certification process and timeline required by the Illinois Supreme Court. All PSC shall comply with all AOIC requirements for certification and recertification. If a PSC is unable or unwilling to comply with these Standards, the PSC must request time to develop a plan of improvement to allow it to continue operations and that plan must be submitted to AOIC for recommendations. The recommendation from AOIC must be submitted to the Grantor within 30 days. Grantees that are unable or unwilling to substantially comply with the Standards or AOIC recommendations may risk termination of grant funds.
6. **ICJIA Quarterly Data Submission.** Grantee certifies that it will submit quarterly data electronically as outlined in the ICJIA data submission documents.
7. **Mandatory Data Elements.** Grantee agrees to participate in performance measurement and evaluation activities in conjunction with the Grantor and as developed by the ARIOB according to statute. Specifically, the Crime Reduction Act requires a *"performance measurement system that includes but is not limited to the following key performance indicators: recidivism, rate of revocations, employment rates, education achievement, successful completion of substance abuse treatment programs, and payment of victim restitution."*

Additionally, Grantee site-specific information about the utilization of evidence-based practices will be collected for evaluation purposes. These reporting requirements will be developed upon negotiation with the site administrators and ARIOB. Grantee agrees to provide the following data elements and any other additional data elements developed by the Grantor with the ARIOB:

Demographics:

- Name
- Date of Birth
- Gender
- Race
- SID (fingerprint identification number)

Case Information:

- Current offense (type of offense, class, dates of arrest and sentence)
- Date client was accepted/enrolled in the program
- If not accepted or enrolled state the reason
- Termination date and reason

ARI Information:

- Probation/ARI conditions (types of treatment required, restitution, education, etc.)
- Treatment provider(s)
- Status updates on these conditions (movement between phases, interrupted treatment, start date, completion date, compliance with treatment, etc.)

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- Termination from conditions (successful or not, reason for termination, date of completion/termination)
- Changes in education level and employment
- Technical violations, rule infractions, other negative behavior (date, violation reason, sanction applied/response)
- Arrests/convictions while on ARI (date, offense, class, sentence and date if applicable)
- LSI-R/other assessment scores, initial and follow up (date and at least final assessed risk level and override if applicable)
- Number of in-person visits with each client monthly (in-office visits, field visits, any time the officer and client meet face-to-face contacts. Phone contacts should not be counted as face-to-face contacts.)
- Primary substance of choice (if applicable)
- Drug testing information (date tested, result of test, substance(s) found if positive, location of test [probation or treatment provider])
- Diagnosis information
 1. Mental Health (date of diagnosis/actual diagnosis)
 2. Substance abuse/dependence (date of diagnosis, abuse and/or dependence, substance of preference)

8. Gift Cards. If Grantee choose to include gift cards as part of their Budget, the following conditions must be adhered to:

- a. Grantee must detail their method of tracking the use of gift cards;
- b. Grantee must keep an inventory of who received a gift card and when;
- c. Grantee must collect and save receipts for purchased gift cards;
- d. Grantee must maintain the receipts in the same manner as other records; and
- e. At the end of the fiscal year, Grantee must include in their closeout materials, a spreadsheet detailing each gift card purchase.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

SECTION - A (continued) Indirect Cost Rate Information

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

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

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

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

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

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

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

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

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

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

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

For Restricted Rate Programs (check one) - Our Organization is using a restricted indirect cost rate that:

- 4) Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200 Appendix IV (5)) OR
- Complies with other statutory policies (please specify):

The Restricted Indirect Cost Rate is _____ %

5) No reimbursement of indirect cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement Information If Option (1) or (2a) is selected

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

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STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Sangamon County Court Services	DUNSN# 054218524	NORO ID: N/A	Grant #: 199023
ICJIA Number: Sdk-00-1687	CSFA Short Description: Adult Redepty Illinois (ARI) SFY19	State Fiscal Year(s): FY 2019	Project Period: July 1, 2018 - June 30, 2019

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

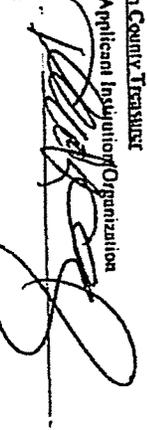
(2 CFR 200.113)

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

Implementing Agency

Program Agency

Sangamon County Treasurer
Name of Applicant Institution/Organization

Signature


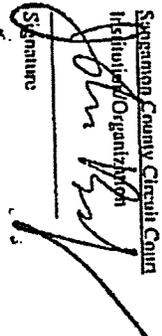
Tom Cavallini
Name of Official

Sangamon County
Name of Applicant Institution/Organization

Signature


Andy Van Meter
Name of Official

Sangamon County Circuit Court
Name of Applicant Institution/Organization

Signature


John Bartz
Name of Official

Treasurer
Title

7/2/18
Date of Signature

County Chairman
Title

6-29-18
Date of Signature

Chief Judge
Title

6-29-18
Date of Signature

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

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Implementing Agency Name: Sangamon County Court Services Department

Grant #: 199023

Section C - Budget Worksheet & Narrative

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

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

Supply Items	Quantity/ Duration	Computation Cost	Pro-Rated Share (Part 100% if cost is not itemized)	Federal/State Amount	Match	Total Cost
Portable Intoximeter-Alcohol Sensor	1 S	725.00	100.00%	\$ 725		\$ 725
Portable Intoximeter Disposable Mouthpieces	2 S	67.00	100.00%	\$ 134		\$ 134
Intoximeter Dry Gas Calibration Tank	1 S	160.00	100.00%	\$ 160		\$ 160
Office Supplies	12 S	150.00	100.00%	\$ 1,800		\$ 1,800
Bus Tokens/Bus Passes	6000 S	1.00	100.00%	\$ 6,000		\$ 6,000
Incentives	120 S	25.00	100.00%	\$ 3,000		\$ 3,000
Desktop Computers/Software for Problem-Solving Coordinators/Supervisor	1 S	1,200.00	100.00%	\$ 1,200		\$ 1,200
Drying Testing Specimen Cups/Configuration Tests	100 S	5.00	100.00%	\$ 17,730		\$ 17,730
"Smelling Fur Whining" Books	20 S	10.64	100.00%	\$ 213		\$ 213
Total				30,962	\$	\$ 30,962

Supplies Narrative:

Supplies: \$30,749.00 total from ARI.
 Portable Intoximeter-Alcohol Sensor: \$725.00 from ARI. The purchase of the portable breathalyzer will allow the problem-solving court probation officers to conduct immediate alcohol testing while conducting office and field visits. At the present time, problem-solving court probation officers do not have a mechanism to conduct alcohol testing while in the office or in the field. If the problem-solving court probation officers suspect that a problem-solving court participant is using or under the influence of alcohol, they have to transport them over to the County Jail which is an inconvenience and time constraint for staff.
 Portable Intoximeter Disposable Mouthpieces: \$134.00 from ARI. The purchase of the portable Intoximeter-alcohol sensor disposable mouthpieces will allow us to conduct alcohol testing up to 500 times on problem-solving court participants. The cost is \$67.00 per 250 per pack times 2 packs with a total cost of \$134.00.
 Intoximeter Dry Gas Calibration Tank: \$160.00 from ARI. The purchase of the Intoximeter dry gas calibration tank will allow us to calibrate the portable Intoximeter every 30 days to ensure appropriate accuracy.
 Office Supplies: \$1,800.00 (\$150 x 12 months = \$1800) from ARI. As part of the day-to-day operations of the Problem-Solving Courts, we are estimating to have expenditures for postage, copying paper, general office supplies, etc. Costs are estimates based on previous years of programming
 Bus Tokens/Bus Passes: \$6,000.00 from ARI. We will purchase 6,000 bus tokens at \$1.00 each to assist the problem-solving court participants with needed travel arrangements to and from appointments, treatment services, medical and mental health appointments. The cost per bus token is based on current rate charged to the public. The increase in the cost of incentives from last year is due to the fact that Sangamon County has incorporated all three Problem-Solving Courts into the ARI
 Incentives: \$3,000.00 from ARI. Incentives are used to reward offenders positive behavior. Incentives include, but are not limited to: small incentives (candy bars, gift cards). The increase in the cost of incentives from last year is due to the fact that Sangamon County has incorporated all three Problem-Solving Courts into the ARI. As a result, the ARI grant is serving more participants. Car bars are approximately \$1.00 a piece. Gift cards are given in the amount of \$10.00 for fast food restaurants (McDonald's, Burger King, etc.) up to \$25.00 for department stores (Wal-Mart, Target, etc.).

Desktop Computer/Software: \$1,200.00 total from ARI. We would be requesting \$1,200.00 in funding to purchase a desktop computer/software for the full-time Problem-Solving Court Coordinator/Supervisor who is assigned to the Problem-Solving Courts. The Problem-Solving Court Coordinator/Supervisor oversees the day to day operations of all three (3) Problem-Solving Courts. This desktop computer and software will not be purchased until after 07/01/18.

Drug Testing Kits: \$17,730.00 from ARI. We will be testing up to approximately 100 participants approximately 3 times a month at the cost of \$5.00 per test which is approximately \$3,546 total tests (3,546 x \$5.00=\$17,730). Cost of the testing is based on a contract that we currently have with Redwood Toxicology.

Something For Nothing" Books: \$213.00 from ARI. We would purchase 20 books at \$10.00 per book plus \$.64 shipping cost for 20 participants. The book is a 17-page workbook designed to be utilized in an 8 group hours. This program directly confronts and exposes the thinking and behaviors underlying shoplifting.

- <http://www.ihpsc.org/pdfs/ConferenceFlyer.pdf>.
- **Treatment Services:** Funds are being allocated for treatment services for Problem-Solving Court participants to attend residential, intensive outpatient and outpatient substance abuse services at a local treatment provider, Gateway Foundation. The local treatment provider's fees are based on Illinois Department of Alcohol and Substance Abuse (DASA) rates of \$65.28 per hour assessments, \$137.87 (males) & \$181.14 (females) per day for residential treatment, and \$23.48 per hour per group & \$62.12 per individual for outpatient treatment. Based on these rates, it is estimated that approximately \$7,090.41 per month will be utilized to provide varying levels of treatment for up to 75 participants over the 12 month grant period for a total amount of \$85,085.00. Secondly, funds will be utilized for Problem-Solving Court participants to participate in Moral Reconation Therapy session, provided by Memorial Behavioral Health, at the rate of \$35.00 per session. Based on these rates, it is estimated that approximately \$333.33 per month will be utilized to provide varying levels of treatment for up to 10 participants over the 12 month grant period for a total amount of \$4,000.00. Thirdly, funds will be utilized for mental health counseling sessions provided by Lutheran Child & Family Services at the rates of \$100.00 per hour for individual therapy, \$35.00 per hour for group therapy, and \$125.00 per assessment. Based on these rates, it is estimated that approximately \$2,000.00 per month will be utilized to provide varying levels of treatment for up to 5 participants over the 12 month grant period for a total amount of \$2,000.00. Total expenditures for treatment services is \$91,085.00.
- **Employment Services-Capital Township:** Capital Township to provide employment services to our problem-solving court participants. Capital Township's workforce program places unemployed persons at no cost to the employer. The maximum cost per person is \$575.00.00. It is estimated that we will have 15-20 participants who were placed during SFY 2018 that will complete their workforce program. Funds are being allocated in the amount of up to \$71,500.00 for the workforce program.
- **Consultant/Trainer-** We are looking at hiring a consultant/trainer to conduct four (4) one (1) day trainings at the cost of \$500.00 per training to the Problem-Solving Court team members on specific topics such as PTSD, mental illness, homelessness, trauma issues, transitional issues, etc. Total cost for trainings is \$2,000.00. Sangamon County will consult with ARI on the specific topics for the training with the option of other ARI sites attending the training.
- **Something For Nothing/Andrew Jolly:** Something For Nothing is a 8 group hours treatment program that is lead by a consultant, Andy Jolly, who is a Clinical Lead for Memorial Behavioral Health. The program directly confronts and exposes the thinking and behaviors underlying shoplifting. The cost for the program is \$200.00 per participant. We are planning on two (2) groups with ten (10) participants per group for a total of twenty (20) participants going through the program. We have several problem-solving court participants that have a underlying offenses of shoplifting. Total cost will be \$4,000.00.

Implementing Agency Name: Sangamon County Court Services Department

Grant #: 199023

Section C - Budget Worksheet & Narrative

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

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

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
					\$

Indirect Cost Narrative:

[Empty box for Indirect Cost Narrative]

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

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

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 709/1 et seq.)

Implementing Agency

Program Agency

Sangamon County Treasurer
Name of Applicant Institution/Organization

Signature

Tom Covantoli
Name of Official

Treasurer
Title

6/28/18
Date of Signature

Sangamon County
Name of Applicant Institution/Organization

Signature

Andy Van Meter
Name of Official

County Chairman
Title

6/28/18
Date of Signature

Sangamon County Circuit Court
Institution/Organization

Signature

John Arviz
Name of Official

Chief Judge
Title

6/28/18
Date of Signature

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Implementing Agency Name: Sangamon County Court Services Department

Grant #: 199023

Section C - Budget Worksheet & Narrative

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

Budget Category	Federal/State Amount	Match Amount	Total Amount
1. Personnel	\$ 100,111.00	\$ -	\$ 100,111.00
2. Fringe Benefits	\$ 42,295.00	\$ -	\$ 42,295.00
3. Travel	\$ 1,960.00	\$ -	\$ 1,960.00
4. Equipment	\$ -	\$ -	\$ -
5. Supplies	\$ 30,962.00	\$ -	\$ 30,962.00
6. Contractual Services	\$ 171,315.00	\$ -	\$ 171,315.00
16. Indirect Costs	\$ -	\$ -	\$ -
TOTAL PROJECT COSTS	\$ 346,643.00	\$ -	\$ 346,643.00

ICJIA Agency Approval		STATE OF ILLINOIS		AGENCY:	
Implementing Agency Name: Sangamon County Court Services Department		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		Illinois Criminal Justice Information Authority	
ICJIA Number: 546-00-1657		UNISA: 05118521		NOFO ID: NA	
CSFA Short Description: Adult Redeploy Illinois (ARI) SPY19		State Fiscal Year(s): FY 2019		Grant #: 19903	
				Project Period: July 1, 2018 - June 30, 2019	

FOR ICJIA USE ONLY

Final Budget Amount Approval

Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
\$ 346,643.00	Lajunas Murphy	<i>[Signature]</i>	06/29/18
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date
\$ 373,415.00	Lesse Tappie	<i>[Signature]</i>	6/29/18

Budget Revision Amount Approval

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

Budget Revision Amount Approval

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

APR 1981 Revision of Budget and Personnel Plans

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

INDEPENDENT AUDIT INFORMATION SHEET

The Inspection and Audit section of your interagency agreement with the Illinois Criminal Justice Information Authority requires compliance with Office of Management and Budget revised Circular A-133. Audit requirements under revised Circular A-133 vary based on the level of federal funding an organization expends in a year:

- *Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all Federal sources combined (i.e. DOJ, HUD, HHS, etc.) shall have a single or program-specific audit conducted for that year.*
- *Non-Federal entities that expend less than \$750,000 a year in Federal awards from all Federal sources combined (i.e. DOJ, HUD, HHS, etc.) are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).*

Please provide the following information regarding your agency's compliance with Circular A-133 and return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 W. Adams, Suite 200 Chicago, IL 60606. If you have any questions, please call your grant specialist at (312) 793-8550.

AGENCY INFORMATION

The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily program activities. An organization can be both the Implementing Agency and the Program Agency. Audit requirements apply to the Implementing Agency.

Implementing Agency: Sangamon County

Implementing Agency's FEIN #: 37-6002039 Agreement #: 199023

Program Agency: Sangamon County Court Services Department

Program Title: Sangamon County Adult Redeploy Illinois

Program Period of Performance: July 1, 2018 to June 30, 2019

CONTINUE ON BACK SIDE

AUDIT REQUIREMENTS (PLEASE CHECK APPROPRIATE BOX)

- The above implementing agency will expend less than \$750,000 in Federal awards from all Federal sources combined during the fiscal year(s) covering the above program period and is exempt from audit requirements according to Circular A-133.
- The above implementing agency will expend \$750,000 or more in Federal awards from all Federal sources combined during the fiscal year(s) covering the above program period and is required to have a single or program-specific audit according to Circular A-133.

FISCAL YEAR INFORMATION

Implementing Agency's fiscal year: 12/1-11/30

Dates covered by last independent audit: 12/01/15-11/30/16

Date last independent audit completed: June 30, 2017

Dates to be covered by next independent audit: 12/01/16-11/30/17

Expected completion date for next independent audit: June 2018

Staff person who can answer questions regarding the Implementing Agency's independent audits:

Name: Terry Viar

Title: Deputy Auditor Agency: Sangamon County Auditor

Phone: 217-753-6630 Fax: 217-535-3290

CERTIFICATION

I certify that this is a true and accurate report.

Prepared by: Terry Viar
 (Authorized Fiscal Representative)

Date: 4/25/18

FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 West Adams, Suite #200, Chicago, Illinois 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: Sangamon County

Implementing Agency's FEIN #: 37-6002039 Agreement #: 199023

Program Agency: Sangamon County Court Services Department

Program Title: Sangamon County Adult Redeploy Illinois

- 1. Who will be responsible for preparing and submitting quarterly fiscal reports?

Name: Julie Collins

Title: Administrative Manager

Agency: Sangamon County Court Services Department

Address: 200 S. 9th St., Rm. 308 Springfield, IL 62701

Phone: 217-753-6789 Fax: 217-535-3200

- 2. Who will be responsible for preparing and submitting quarterly data/progress reports?

Name: Michael J. Torchia

Title: Director

Agency: Sangamon County Court Services Department

Address: 200 S. 9th St., Rm. 308 Springfield, IL 62701

Phone: 217-753-6783 Fax: 217-535-3200

3. Will a separate fiscal account/fund be maintained for the program?

_____ Yes, this account will maintain: (Choose one)

_____ Federal funds only

_____ Both federal and local matching funds

XX No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address: _____
200 S. 9th St., Rm. 308
_____ Springfield, IL 62701

ATTN: _____
Julie Collins

5. What organization is listed as holder of the bank account into which program funds will be deposited?

Sangamon County

Effective 05/03