

SOLE SOURCE AGREEMENT FOR SERVICES

**SEXUAL VIOLENCE MULTIDISCIPLINARY RESPONSE TEAM
PROGRAM**

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY STATE'S ATTORNEY'S OFFICE

AND

RESILIENCE

CONTRACT NO. 2523-11202

PURCHASE ORDER NO. 70000385268

FEDERALLY FUNDED CONTRACT

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and **Resilience**, herein after the "Contractor".

WHEREAS, the County is responsible for procuring services for the **Cook County State's Attorney's Office**, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires **Sexual Violence Multidisciplinary Response Team Program**;

WHEREAS, this Contract is being entered into in accordance with Section 34-139, Sole Source Procurements, of the Cook County Procurement Code;

WHEREAS, the Contractor is able and willing to provide such **Sexual Violence Multidisciplinary Response Team Program**, hereafter referred to as the "Contract Services" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Services:

AS SET FORTH IN EXHIBIT "I"

II. CONTRACT PERIOD

This Contract shall be effective after proper execution of the contract documents by the County from **January 1, 2026** through **December 31, 2026 with two, one-year renewal options**.

III. PAYMENT

In no case shall such charges exceed the amount of **\$257,863.00**. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto, Part II General Terms and Conditions, and Part III Special Conditions and is incorporated herein by this reference.

V. INCORPORATION OF EXHIBITS

This Contract incorporates the following Exhibits:

- | | |
|-----------------|---------------------------------------------------------|
| 1. EXHIBIT I | SPECIFICATION |
| 2. EXHIBIT II | STATEMENT OF WORK / SCHEDULE OF COMPENSATION |
| 3. EXHIBIT III | ELECTRONIC PAYABLES PROGRAM ("E-PAYABLE") |
| 4. EXHIBIT IV | BOARD APPROVAL LETTER |
| 5. EXHIBIT V | IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT |
| 6. EXHIBIT VI | MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT |
| 7. EXHIBIT VII | EVIDENCE OF INSURANCE |
| 8. EXHIBIT VIII | ECONOMIC DISCLOSURE STATEMENT ("EDS") |
| 9. EXHIBIT IX | GRANT AGREEMENT |
| 10. EXHIBIT X | PROGRAM NARRATIVE |

PART II - General Terms and Conditions

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any goods, equipment, supplies or services to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such goods, equipment, supplies or services not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

GC-07 PRICE REDUCTION

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director.

Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 CONTRACT AMENDMENTS

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract by \$200,000 or more. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount by \$200,000 or more, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of the Contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of the Contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves

the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination. Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

GC-15 INSURANCE REQUIREMENTS

Insurance Requirements

The Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its performance of this Contract.

The Contractor shall require all Subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for the Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:

- (1) \$1,000,000 each Accident
- (2) \$1,000,000 each Employee
- (3) \$1,000,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause.

- (c) **Commercial Automobile Liability Insurance**
When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.
- (d) **Excess/Umbrella Liability**
Such policy shall be excess over Commercial General Liability, Automobile Liability and Employer's Liability with limits not less than the following amounts:
- | | |
|-----------------|---------------|
| Each Occurrence | \$1,000,000 . |
|-----------------|---------------|
- (e) **Professional Liability (Errors and Omissions)**
The Contractor shall secure insurance appropriate to the Contractor's profession covering all claims arising out of performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Contractor's obligations under this Contract and shall have a limit of liability of not less than \$1,000,000 per claim.
If any such policy is written on a claims-made form:
(1) The retroactive coverage date shall be no later than the effective date of this contract.
(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Contractor must maintain "extended reporting" coverage for a minimum of three (3) years after completion of services.
- (f) **Network Security & Privacy Liability (Cyber)**
The Contractor shall secure coverage for first and third party claims with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
If any such policy is written on a claims-made form:
(1) The retroactive coverage date shall be no later than the effective date of this contract.
(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Contractor must maintain "extended reporting" coverage for a minimum of three (3) years after completion of services.

2. Additional requirements

- (a) **Additional Insured**
The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified herein.
- All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.
- (b) **Insurance Notices**
The Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be canceled, materially reduced or non-renewed. The Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.
- Prior to the date on which the Contractor commences performance of its part of the work, the Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute Contract by the County that the insurance requirements have been fully met or that insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation**

All insurance policies shall contain a Waiver of Subrogation Endorsement in favor of Cook County.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

GC-17 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

GC-18 DELIVERY

All Contract goods, equipment or supplies shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Contract are 0% (zero percent) MBE and WBE.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the
1)
4. Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
5. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)

V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director
Cook County
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(312) 603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Data Safety Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its structural integrity.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer
County of Cook
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in the Economic Disclosure Statement or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

GC-26 GUARANTEES AND WARRANTIES

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

GC-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the County.

GC-30 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-32 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

GC-34 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-35 FORCE MAJEURE

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods, supplies, equipment or services under this Contract. In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COMPARABLE GOVERNMENT PROCUREMENT

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

GC-38 FEDERAL CLAUSES

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance

with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter

1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended ((40 U.S.C. 3141-3148)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act ((40 U.S.C. 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

26. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

GC-39 CONTRACT INTERPRETATION

In the event there is a conflict between or among any of the documents specified in Section V Incorporation of Exhibits, the terms of the General Conditions shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

EXHIBIT I	SPECIFICATION
EXHIBIT II	STATEMENT OF WORK / SCHEDULE OF COMPENSATION
EXHIBIT III	ELECTRONIC PAYABLES PROGRAM ("E-PAYABLE")
EXHIBIT IV	BOARD APPROVAL LETTER
EXHIBIT V	IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT
EXHIBIT VI	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT
EXHIBIT VII	EVIDENCE OF INSURANCE
EXHIBIT VIII	ECONOMIC DISCLOSURE STATEMENT ("EDS")
EXHIBIT IX	GRANT AGREEMENT
EXHIBIT X	PROGRAM NARRATIVE

END OF SECTION

PART III - Special Conditions

1) The County's agreement with the ICJIA ("ICJIA/County Agreement") is attached hereto as Exhibit IX Grant Agreement and both parties are bound by its terms.

2) **MONITORING**

During the term of this Contract, SAO shall be entitled to perform ongoing monitoring of the contractor to ensure that it is in compliance with its responsibilities as outlined in Exhibit X Program Narrative and the terms of the federal grant contract outlined in General Conditions. Such monitoring shall include, but not necessarily be limited to, requiring the contractor to provide relevant documentation, such as financial and programmatic reports.

As a pass-through entity, it is the SAO's responsibility to perform appropriate and ongoing monitoring of each subgrant recipient to ensure that the subgrant is being used for authorized purposes; that the contractor is in compliance with federal statutes, regulations and the terms and conditions of the subgrant and performance goals are being met. Monitoring of the contractor will include:

- a. Yearly site visit and/or desk reviews;
- b. Reviewing financial, programmatic reports, and relevant supporting documentation;
- c. Follow-up process to ensure the contractor takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other methods; and
- d. Issuing a management decision for all audit findings pertaining to the subgrant.

EXHIBIT I
SPECIFICATION

SPECIFICATION

Resilience is the named partner agency in the calendar year 2026 Sexual Assault Multidisciplinary Team (SA MDT) Response Program and will serve as a subcontractor under the Cook County State’s Attorney’s Office (CCSAO) for this initiative. Through funding provided by the Violence Against Women Act Multidisciplinary Team Response Program, CCSAO will subcontract with Resilience in the amount of \$257,863, covering the period from contract execution through December 31, 2026.

Below is the breakdown of the funding for the for the program period:

Budget Category	Total Subrecipient Costs through 12/31/26
Salaries/Fringes	\$233,170.00
Contractual Services	\$18,544.00
Indirect Costs	\$6,149.00
Total	\$257,863.00

EXHIBIT II

STATEMENT OF WORK / SCHEDULE OF COMPENSATION



RESILIENCE
EMPOWERING
SURVIVORS
ENDING SEXUAL
VIOLENCE

Cook County State’s Attorney’s Office
Programs and Development
69 West Washington Street, Suite 3200
Chicago, Illinois 60602

To Whom It May Concern:

Founded in 1974 as Rape Victim Advocates and rebranded as Resilience in 2018, our organization is an independent, not-for-profit agency dedicated to *ending rape culture and empowering sexual assault survivors through advocacy, education, and healing*. We provide non-judgmental crisis intervention, individual and group trauma therapy, and medical and legal advocacy to survivors of sexual assault and abuse across Chicago. Resilience also leads prevention education, public awareness initiatives, professional training, and institutional advocacy to improve the response to survivors and drive systemic and cultural changes around sexual violence.

Resilience is the named partner agency in the calendar year 2026 Sexual Assault Multidisciplinary Team (SA MDT) Response Program and will serve as a subcontractor under the Cook County State’s Attorney’s Office (CCSAO) for this initiative. Through funding provided by the Violence Against Women Act Multidisciplinary Team Response Program, CCSAO will subcontract with Resilience in the amount of \$257,863, covering the period from contract execution through December 31, 2026. Resilience will submit monthly invoices to CCSAO for reimbursement.

Under this subcontract, Resilience will provide:

- Two full-time legal & medical advocates, 100% dedicated to the SA MDT program, including participation in 24-hour on-call rotations and follow-up legal advocacy. At least one advocate will be bilingual in English and Spanish.
- Two full-time trauma therapists, also fully dedicated to the program. One therapist will serve clients at Resilience’s west side office location and the other at our downtown location.

Program Budget (through 12/31/26):

Budget Category	Total Costs for Subcontract through 12/31/26
Salaries/fringes	\$233,170
Contractual Services	\$18,544
Indirect Costs	\$6,149
Total	\$257,863

Resilience agrees to:

- Submit quarterly data reports by the 5th of January, April, July, and October.
- Submit monthly billing by the 5th of each month, including required backup documentation.
- Participate in subrecipient site visits conducted by the State’s Attorney’s Office.

Resilience has served as the provider of SA MDT-funded advocates and therapists since the program’s inception in 2016. Our team continues to deliver vital services across Chicago, including trauma-informed therapy and advocacy for survivors of sexual violence. For over 50 years, we have provided culturally responsive, survivor-centered support, reaching nearly 14,00 survivors last year alone.

Our outcomes demonstrate impact:

- Over 93% of trauma therapy clients reported that Resilience individual and group therapy services helped them develop coping skills needed to progress towards their goals and healing.
- 100% of clients who received legal advocacy services agreed their advocate provided information and assistance regarding legal options, was sensitive to their needs, and that having an advocate help specifically in navigating the criminal legal system was helpful.

Our advocacy staff bring expertise in sexual and domestic violence, the criminal legal system and information on alternative paths, including civil remedies. All trauma therapists are licensed professionals with specialized training and experience in providing trauma therapy to survivors of sexual violence.

Resilience services are survivor-centered, free, confidential, and available in English and Spanish. We look forward to continuing collaboration on this project, advocating and supporting survivors.

Sincerely,



Donna Jacobson
Executive Director

EXHIBIT III

ELECTRONIC PAYABLES PROGRAM ("E-PAYABLE")

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM (“E-PAYABLES”)

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller’s Electronic Payables Program (“E-Payables”).

If you wish to participate in E-Payables, please contact the Cook County Comptroller’s Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County’s preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – “PULL” Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – “SUGA” Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT IV

BOARD APPROVAL LETTER



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details

File #: 26-0213 **Version:** 1 **Name:** Resilience, Chicago, Illinois
Type: Contract **Status:** Approved
File created: 11/21/2025 **In control:** Board of Commissioners
On agenda: 12/18/2025 **Final action:** 12/18/2025
Title: PROPOSED CONTRACT

Department(s): Cook County State's Attorney's Office

Vendor: Resilience, Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Sexual Assault Multidisciplinary Response Team Program

Contract Value: \$257,863.00

Contract period: 1/1/2026 - 12/31/2026, with two (2), one (1) year renewal options

Contract Utilization: The Contract specific goal set on this contract is Zero.

Potential Fiscal Year Budget Impact: FY 2026 \$236,374.42, FY 2027 \$21,488.58

Accounts: 11900.1250.54620.520840.00000.00000

Contract Number(s): 2523-11202

Summary: The State's Attorney's Office requests authorization for the Chief Procurement Officer to enter into and execute a contract with Resilience which is a co-applicant awarded grant funding for the Sexual Assault Multidisciplinary Team Response Program (SA MDT). Through the renewal of this funding from the FY 2026 Violence Against Women Act Multidisciplinary Team Response Program grant, this contract will allow Resilience to continue to provide trauma informed victim services and follow-up legal advocacy services to victims of sexual assault.

This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

Sponsors: FRANK J. AGUILAR

Indexes: EILEEN O'NEILL BURKE, Cook County State's Attorney

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
12/18/2025	1	Board of Commissioners	approve	Pass

EXHIBIT V

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2523-11202	Date: 12/11/2025
Total Bid or Proposal Amount: \$257,863.00	Contract Title: Sexual Assault Multidisciplinary Response Team P
Contractor: Resilience	Subcontractor/Supplier/ Subconsultant to be N/A added or substitute:
Authorized Contact for Contractor: Donna Jacobson	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): djacobson@ourresilience.org	Email Address (Subcontractor):
Company Address 444 N Michigan Ave Ste 970 (Contractor):	Company Address (Subcontractor):
City, State and Zip (Contractor): Chicago IL 60611	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 312-443-9603	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates 1/1/2026 - 12/31/2026 (Contractor):	Estimated Start and Completion Dates (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Legal and medical advocacy, trauma therapy for survivors of sexual assault	\$257,863.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

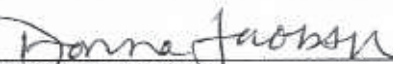
Resilience
 Contractor
 Donna Jacobson
 Name
 Executive Director
 Title

 Prime Contractor Signature
 Date 12/11/2025

EXHIBIT VI

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT



Memorandum

Date: December 09, 2025

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract Number: 2523-11202
Sexual Violence Multidisciplinary Response Team Program
States Attorney's Office
Contractor: Resilience
Award Amount: \$257,863.00
Anticipated Contract Term: January 01, 2026 - December 31,
2026 Sole Source – Professional Services
Participation Goal: 0% MBE & 0% WBE

Dear Mr. Sarrafian:

The Center of Business Enterprise Development is in receipt of the above-sole source solicitation and has determined a 0% MBE & 0% WWBE participation goal was recommended and does not require the Center of Business Enterprise Development to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

JC/ma

CC: Edmund Rendon, (OCPO)
James Fitzpatrick, (States Attorneys)



MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit.
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

- II.** Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____
 Address: _____
 E-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes No
 *Current Letter of Certification attached? Yes No

MBE/WBE Firm: _____
 Address: _____
 E-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes No
 *Current Letter of Certification attached? Yes No

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: _____

Certifying Agency: _____

Contact Person: _____

Certification Expiration Date: _____

Address: _____

Ethnicity: _____

City/State: _____ Zip: _____

Bid/Proposal/Contract #: _____

Phone: _____ Fax: _____

FEIN #: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: _____

Contract No./Title: _____

A. BIDDER/PROPOSER HEREBY REQUESTS:

- | | |
|-----------------------|--------------------------|
| _____ FULL MBE WAIVER | _____ PARTIAL MBE WAIVER |
| _____ FULL WBE WAIVER | _____ PARTIAL WBE WAIVER |
| _____ FULL DBE WAIVER | _____ PARTIAL DBE WAIVER |

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- _____ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
- _____ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.
- _____ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.
- _____ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;
Timelines:
 - a. When the Bidder/Proposer knew of the bid;
 - b. When the Bidder/Proposer contacted the PCE(s);
 - c. When the Bidder/Proposer formulated its bid and utilization plan;
and
 - d. When was the bid request due date.

2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
 - a. Dates of each contact attempt for each contacted PCE;
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
 - d. Attach copies of all solicitations to contacted PCEs.

3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.

4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.

5. Detailed explanation of use, if any, of the Center of Business Enterprise Development Compliance services and staff.

6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.

7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and County's Center of Business Enterprise Development reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

Signature and Title of Bidder/Proposer

Title

Date



Cook County MBE/WBE Non-Construction Certification Reciprocal Affidavit

Firm Name _____

Address _____ City _____

County _____ State _____ Zip _____

Phone (____) _____ Email _____

I _____,
(Authorized Representative) *(Print Title)*

of _____ do hereby affirm:
(Name of Firm)

1) _____ is a Minority and/or Women Business Enterprise currently
(Name of Firm)
certified by the City of Chicago as: [] Black- [] Hispanic- [] Asian- [] Woman-owned business.

2) With respect to _____, the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) does not exceed \$2,767,082.23, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of _____,
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I _____ affirm that, to the best of my knowledge
(Authorized Representative)
and belief, the information herein is true and accurate.

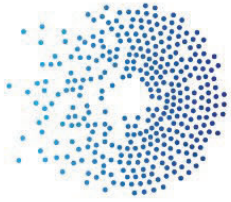
Signature _____ Title _____ Date _____

Subscribed and sworn to before me this _____ day of _____ / _____
(Month) (Year)

(Notary's Signature) Notary's Seal

My Commission Expires _____

PLEASE NOTE: This affidavit is good for a period of one year from the date of sworn signature. Any changes to your firm within that year may require a new form.



RESILIENCE
EMPOWERING
SURVIVORS
ENDING SEXUAL
VIOLENCE

November 24, 2025

To whom it may concern:

As a not-for-profit organization that specializes in sexual violence services, we do not subcontract with other organizations or individuals to provide direct services, which is both cost-prohibitive and because our area of specialization requires significant training and experience. Our employees and volunteers provide services on behalf of Resilience.

The majority of our clients and staff are women and minorities, and the majority of our board of directors is women; however, as a not-for-profit which does not technically have "owners," we are ineligible for MBE/WBE certification.

Donna Jacobson
Executive Director
Resilience

EXHIBIT VII
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lamb Insurance Services Attn: Accounts Payable 1385 Hwy 35 PMB 170 Middletown NJ 07748 License#: PC-1013055 RAPEVIC-01	CONTACT NAME: Service Hub PHONE (A/C, No, Ext): 312-883-0000 E-MAIL ADDRESS: service@lambis.com	FAX (A/C, No): 888-389-8061	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Resilience 444 N Michigan Ave Ste 970 Chicago IL 60611	INSURER A: Cincinnati Insurance Companies		10677
	INSURER B: AmTrust Insurance Company		15954
	INSURER C: At-Bay Specialty Insurance Com		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1527712083

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ETD0637643	12/20/2024	12/20/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETD0637643	12/20/2024	12/20/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ETD0637643	12/20/2024	12/20/2027	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	KWC1375465	12/20/2024	12/20/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Cyber Security Liability			AB678502103	7/30/2025	7/30/2026	Occurrence \$1,000,000 \$1M Occurrence	Aggregate / \$1M
A	Professional Liability			ETD0637643	12/20/2024	12/20/2027		Aggregate / \$3M
A	Sexual Abuse/Molestation			ETD0637643	12/20/2024	12/20/2027		\$3M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cook County, its officials, employees, and agents shall be named as additional insureds under the Commercial General Liability policy on a primary, non-contributory basis. Waiver of subrogation applies for General Liability. Severability of interest/separation of insureds clause applies.

CERTIFICATE HOLDER**CANCELLATION**

Cook County Government, its officials, employees and agents 118 North Clark St, Room 1018 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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[ou.p.com/live/webapp-insureds/home/policy-information?macId=28287478;policyId=5609685](#)

[Account](#) | [KWC1418206](#) | [Carrier](#) | [AmTrust Insurance Company](#) | [Status](#) | [In Effect](#)

Effective Date	Expiration Date	Audit Date
12/20/2025	12/20/2026	N/A
Quote Number	Prior Policy	Governing State
12894307	KWC1375465	IL
Cancellation Date	Cancellation Reason	
N/A		

Insured Information

Insured Name	Insured DBA	Primary Paperless Contact	Primary Paperless Phone
Resilience	Rape Victim Advocates	Leah Hungerford	872-356-8201

Agent Information

Agency	City	State	Zip
Cobb B, LLC	New York	NY	10036
Address	Agent Phone	Agent Email	Fax
145 W. 45th St. Rm. 602	(212) 375-3000	claims@lambfinancialgroup.com	(888) 389-8061

EXHIBIT VIII

ECONOMIC DISCLOSURE STATEMENT ("EDS")

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160);

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
N/A	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: No:

b) If yes, list business addresses within Cook County:
444 N Michigan Ave Ste 970 Chicago, IL 60611

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

- 1. An Applicant for County Action and
- 2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Resilience

D/B/A: _____ FEIN # Only: 36-3049386

Street Address: 444 N Michigan Ave Ste 970

City: Chicago State: IL Zip Code: 60611

Phone No.: 312-443-9603 Fax Number: 312-443-9602 Email: slyden@ourresilience.org

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) 501c3 not-for-profit corporation

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See attached			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Donna Jacobson

Executive Director

Name of Authorized Applicant/Holder Representative (please print or type)

Title

Donna Jacobson

12/11/2025

Signature

Date

djacobson@ourresilience.org

312-443-9603

E-mail address

Phone Number

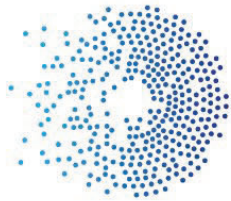
Subscribed to and sworn before me
this 11 day of DEC, 2025

My commission expires: Sept. 06, 2028

X *Nazar Mohammed*
Notary Public Signature

Notary Seal





RESILIENCE
EMPOWERING
SURVIVORS
ENDING SEXUAL
VIOLENCE

FY2026 Resilience Board of Directors

Jessi Brooks (Director)

General Counsel and Chief Compliance Officer
Ribbit Capital
1660 N La Salle Dr Apt 3611 Chicago, IL 60614

Allison Cohen (Director)

CEO
Blue Shore Human Resources
200 South Wacker Drive Suite 31 Chicago, IL 60606

Dr. Karol Dean (Director)

Program Director
Health & Medicine Policy Research Group
825 N. Humphrey Avenue, Oak Park, IL 60302

Mark Cohen (Vice President)

Senior Vice President, Advisory Services Marketing
Mesirow
932 Beach Ave LaGrange Park, IL 60526

Nicolette Freeman (Director)

Monica Grant-Cohen (Director)

Director of Community Investment
DRW
4174 N Clarendon Ave Apt 1S Chicago, IL 60613

Brian Greenberg (Director)

Chief Information Officer
RHR International
910 S. Michigan Ave Apt 2007 Chicago, IL 60605

Halil Kinaci (Director)

Director of Global Supply Chain
Woodward, Inc.

Deitra Lawson (Director)

Owner
Dignissim Accounting, LLC

Kristen Lalowski (Director)

Executive Vice President, Product
LetsGetChecked

Eugene Halleran (Treasurer)

Deals Senior Manager
PricewaterhouseCoopers
5124 Harvey Ave, Western Springs, IL 60558

Kate MeLynda (Director)

Founder
AxonCatalyx

Kate Meyer (Director)

Director, Enterprise Media
Amgen
842 W Bradley Pl. Unit 3E Chicago, IL 60613

Swathi Mothkur, M.D. (Secretary)

Medical Director
Blue Cross Blue Shield

Sarah Wallace (President)

Customer Experience Strategist
Proprietary Insights
2018 W Potomac Chicago, IL 60622



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Resilience

Address of Person Doing Business with the County: 444 N Michigan Ave Ste 970 Chicago IL 60611

Phone number of Person Doing Business with the County: 312-443-9603

Email address of Person Doing Business with the County: slayden@ourresilience.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Sarah Layden, Chief Operating Officer, slayden@ourresilience.org

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2523-11202

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 257,863.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Ed Rendon, Procurement Manager, Office of the Chief Procurement Officer, (312) 603-6824

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

James Fitzpatrick, Director of Operations & Purchasing, Cook County State's Attorney's Office, Phone: (312) 603-1860

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity’s board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			


Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



 Signature of Recipient

12/11/2025

 Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2523-11202

County Using Agency (requesting Procurement): Cook

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Resilience

Substantial Owner Complete Name: n/a

FEIN# 36-3049386

Date of Birth: n/a

E-mail address: slayden@ourresilience.org

Street Address: 444 N Michigan Ave Ste 970

City: Chicago

State: IL

Zip: 60611

Home Phone: 

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Donna Jacobson Date: 12/11/25/

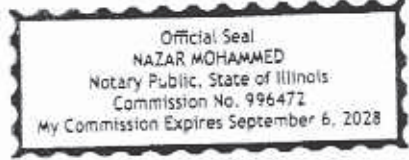
Name of Person signing (Print): Donna Jacobson Title: Executive Director

Subscribed and sworn to before me this 11 day of DECEMBER, 2025

X Nazar Moham
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Resilience

Execution by Corporation

Donna Jacobson

Corporation's Name
312-443-9603
Telephone
Signed by:
Kristen Lalowski
Secretary Signature 5DDA91C2F63C498...

Donna Jacobson
President's Printed Name and Signature
djacobson@ourresilience.org
Email
12/11/2025
Date

Execution by LLC

LLC Name
Date

*Member/Manager Printed Name and Signature
Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name
Date

*Partner/Joint Venturer Printed Name and Signature
Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature
Date

Assumed Name (if applicable)
Telephone and Email

Subscribed and sworn to before me this 11 day of Dec, 2025

Nazar Mohammed
Notary Public Signature

My commission expires: Sept. 06, 2025

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

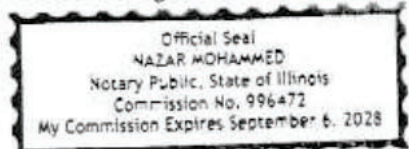


EXHIBIT IX
GRANT AGREEMENT



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
COOK COUNTY**

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Signed by:
By: Delrice J. Adams by Jaron Gregoire
207CC55583D345E...
Delrice Adams, Executive Director

Date: 12/31/2025 | 2:50:46 PM CST

COOK COUNTY

Signed by:
By: Toni Preckwinkle
2880F97B7D4140A...
Toni Preckwinkle, President, Cook County Board of Commissioners

Date: 12/22/2025 | 10:52:03 AM CST

DocuSigned by:
By: Tanya Anthony
C40D08DB7AD8408...
Tanya Anthony, Chief Financial Officer

Date: 12/17/2025 | 2:37:18 PM CST

Signed by:
By: Eileen O'Neill Burke
F0235465C3EF4C1...
Eileen O'Neill Burke, Cook County State's Attorney

Date: 12/22/2025 | 2:31:06 PM CST

DS
JS

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on January 1, 2026, and expires on December 31, 2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed \$700,000, of which \$700,000 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

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

2.4. Award Identification Numbers. The Federal Award Identification Number (FAIN) is 15JOVW-24-GG-00491-STOP, the federal awarding agency is U.S. Department of Justice, Office on Violence Against Women, and the Federal Award date is September 13, 2024. The Assistance Listing Program Title is Violence Against Women Formula Grants and Assistance Listing Number is 16.588. The Catalog of State Financial Assistance (CSFA) Number is 546-00-1744 and the CSFA Name is Violence Against Women Act (VAWA). The State Award Identification Number (SAIN) is 1744-62193.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and F6T8N7J3EQ14 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: 366006541 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <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 type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

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

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

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

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

- (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.
- (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.
- (d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).
- (e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully

discriminates (775 ILCS 25/2).

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

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

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

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

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

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

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

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

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

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

criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

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

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant

Funds that are not expended or legally obligated.

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

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

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

4.7. Interest.

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

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

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for

any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

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

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and

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

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

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

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

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

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

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

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

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

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

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

Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

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

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

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

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

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

10.2. Financial Close-out Report.

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

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

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs,

and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

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

ARTICLE XII AUDIT REQUIREMENTS

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

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

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

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

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

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

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

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

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

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

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

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

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

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

12.4. "For-Profit" Entities.

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

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

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

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

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

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

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

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

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

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

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

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

13.5. **Effects of Suspension and Termination**.

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

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

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

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

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

ARTICLE XVII CONFLICT OF INTEREST

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

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

Award and that use and disposition conditions apply to the property.

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

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

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

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

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

ARTICLE XXII MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

22.11. Precedence.

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

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

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and

Transparency Act control. 30 ILCS 708/80.

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

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

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

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

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EXHIBIT A**PROJECT DESCRIPTION****Program Description**

The Cook County Sexual Assault Multidisciplinary Team (MDT) is a collaborative project that brings together partners to address sexual assault in the Chicago community. The partners are the Cook County State's Attorney's Office (SAO) as the lead agency, Resilience, the Chicago Police Department (CPD), the Cook County Adult Probation Department (APD), Life Span, and community based non-funded partner Endeavor Health: Swedish Hospital.

The SAO is responsible for prosecuting all felony and misdemeanor crimes in Cook County, including Chicago. The SAO has a Victim Witness Unit (VWU) that provides advocacy and court support to crime victims and witnesses. The VWU has a specialized team that handles sexual assault and domestic violence (SADV) cases. The SAO has a specialized Special Victim's Bureau (SVB) comprised of Assistant State's Attorneys (ASAs) specially trained on trauma-informed and victim-centered prosecutions. The SAO has worked collaboratively with Resilience and Life Span on multiple grant programs and training initiatives for SAO staff. As the lead agency, the SAO will be responsible for subcontracting all funded partners. SAO's Programs and Development Unit (PDU) has a long record of successfully monitoring and managing grant programs and subcontracts. Presently the SAO has 21 grant-funded programs with over \$19 million in funding that support over 87 staff positions and subcontracts with community and law enforcement partners through local, state, and federal grant programs.

Founded in 1974, Resilience is an independent, not-for-profit organization dedicated to ending rape culture and empowering sexual assault survivors through advocacy, education, and healing. Resilience provides 24-hour crisis response in 13 Chicago-area hospitals, public education, and institutional advocacy to improve the treatment of sexual assault survivors and effect positive change in policies and public attitudes toward sexual assault. Resilience has 27 full-time staff including the 4 positions funded by this grant, in addition to 14 part-time staff and consultants. At a minimum, each member of the agency has been trained in 40-hour Sexual Assault Crisis Intervention, as required by the Illinois Coalition Against Sexual Assault (ICASA), along with an extensive onboarding and training process. In fiscal year 2024, Resilience provided services to over 1,200 survivors of sexual assault or abuse and provided information and referrals to 1,116 individuals. Resilience reached over 17,317 people through both direct and indirect/community-based services which include 6,369 individuals reached through their prevention education programming. Resilience is also known for culturally responsive and survivor-specific services. Two-thirds of Resilience clients historically identify as BIPOC and 15% LGBTQ+. According to data by the Illinois Criminal Justice Information Authority (ICJIA) Resilience has led the state in serving the highest number of individuals who identify as LGBTQ+ of all gender-based violence providers statewide for both domestic violence and sexual assault. As the only stand-alone rape crisis center in the entire city of Chicago, Resilience has worked collaboratively with CPD and SAO for decades. They were instrumental in ensuring rape crisis services were made available in Chicago courthouses and assisting in developing/facilitating training for both CPD and SAO.

CPD responds to all reports of sexual assault in Chicago. Sexual assault cases are assigned to detectives who specialize in sexual assault investigations, leading them to develop expertise in this area. Since 2015, CPD Detectives and new recruits receive a comprehensive training on sexual assault with instructors from the SAO, Illinois Attorney General's Office, and Resilience. The training complies with the Illinois Sexual Assault Incident Procedure Act (SAIPA). The focus of the training is evidence-based, victim-centered, and trauma-informed investigative techniques. Statistics, societal issues, the neurobiology of trauma, reporting issues, sexual assault offenders, drug-facilitated sexual assault, law, and procedure are covered for recruits, while detectives are given the same topics on an expanded level with additional presentations by sexual assault advocates and sexual assault nurse examiners (SANEs). CPD ensures all victims receive referral for advocacy information in the form of a Sexual Assault Incident Notice. As part of the MDT, detectives explain available services to victims and ask if they can

connect them to Resilience. These referrals are essential in ensuring victims have access to options and information.

Founded in 1978, Life Span is a non-profit comprehensive domestic and sexual violence service agency that combines counseling, advocacy, and legal services to address the complex needs of victims and their families. Life Span attorneys have expertise in civil litigation, sexual assault, domestic violence and human trafficking, and provide civil legal assistance to victims of SADV. Life Span's services are rooted in the idea of client empowerment, where clients are provided information on services, resources, and institutional responses available to them, what their choices are, and what possible outcomes will flow from those choices. Life Span attorneys and Resilience advocates have a strong partnership working together to best serve the complex needs of victims. For this project Life Span and Resilience will meet monthly to ensure seamless referrals between them including discussion of each referral. Life Span also has a longstanding partnership with the SAO and has served on various committees to address domestic and sexual violence. Life Span's legal staff has extensive experience in civil legal assistance for sexual assault victims and was the first provider of free legal representation in Civil No Contact Order (CNCOs) cases in Illinois as well as the first to successfully appeal decisions in a Civil No Contact Order.

The APD, established in 1911, is the largest probation agency in Illinois. They are responsible for probation supervision, pretrial services, and presentence investigations. Adult Probation receives nearly 11,000 new probation cases annually with an active caseload of 16,000 probationers, 12% of whom are supervised in specialized programs, such as the Sex Offender Program. The Sex Offender Program is for individuals convicted of felony sex offenses. It is a long-term treatment program with rigorous court-imposed conditions. The probation officers in the unit are extensively trained and work closely with the treatment providers to monitor compliance. The probation officers work with the SADV ASAs to ensure that offenders are eligible for the program and maintain compliance.

The non-funded partner, Endeavor Health: Swedish Hospital, is located within the MDT service area and is partnered with Resilience. In 2015, Swedish created the Pathways Program, a hospital-based victim service program that works with patients impacted by gender-based violence. The program provides training to healthcare providers and allied professionals to ensure all are well-equipped to work with patients experiencing interpersonal violence and to minimize re-traumatization through the healthcare system. Swedish employs a SANE Coordinator and 14 other SANEs that staff the emergency department to provide comprehensive medical and forensic care to survivors of sexual violence.

The MDT, funded since 2016, works together to improve & impact the response to sexual assault in Chicago through strengthened coordination and communication. The MDT focuses on sexual assault within the boundaries of CPD Detective areas 3, 4, and 5 with a primary focus on acquaintance cases and adult victims. Choosing these areas allows the MDT to target various underserved populations, including victims who identify as LGBTQ, BIPOC victims, and victims who do not speak English as their primary language.[1] The MDT partnership has taught us that sexual assault is not confined to one geographical region so, for this grant period, the victim service providers have determined they have the capacity to provide services to CPD areas 1 and 2 while still focusing and prioritizing CPD areas 3, 4 and 5. This will allow Resilience and Life Span to involve cases with repeat offenders operating across the city.

The SAO houses the MDT ASA, Investigator, Victim Witness Specialist (VWS), and Coordinator (COORD). The ASA handles sexual assault cases in the MDT service area and works closely with all MDT partners. The ASA has specialized training and skills to prosecute sexual assault cases. They lead monthly case review, and hold quarterly meetings at CPD detective areas 3, 4, and 5 to discuss ongoing investigations and charged cases. The ASA presents at SADV felony review training offered to ASAs, law enforcement, and advocacy partners. The SAO provides trainings to detective areas to improve response to sexual assault victims, evidence collection, and collaboration. The COORD manages daily operations of the MDT including planning/coordination of all meetings, record keeping,

and training/special events. They maintain all communication between the MDT partners and the larger advocacy community as well as ensure that lessons learned in case review are communicated to the steering committee and work with all partners to implement the recommendations and analyze trends. The COORD prepares grant reports, maintains an effective data collection system and keeps the MDT on task documenting milestones necessary for project success. The Investigator works as part of the sex crimes prosecutorial team to provide court support, assist in evidence collection and handling, witness interviews, and matters relating to trial. They notify victims about court, provide transportation, and ensure victim security while attending court. The Investigator attends quarterly MDT trainings and collaborates with the ASA and VWS on their cases when needed. The VWS provides consistent interaction with sexual assault victims from the point a case enters the criminal justice system to post adjudication. They provide victims with referrals & follow-up services. Services provided include crisis intervention, criminal justice support/advocacy, filing for protective orders, social service referrals, and assistance in preparing for trial. The VWS keeps the victims apprised of court dates case progress as well as accompanies victims to court and meetings with the ASA. The VWS works closely with Resilience and Life Span servicing victims. The VWS attends monthly case review meetings and quarterly MDT trainings.

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Resilience has grant-funded trauma therapists and advocates as part of the MDT. The trauma therapists are responsible for providing individual, couples, and family therapy as well as facilitating support groups both in-person and virtually. Trauma therapy services are available to support survivors across the diverse neighborhoods of Chicago, with a focus on the marginalized communities prominent in CPD areas 3, 4, and 5. Resilience MDT funded therapists routinely offer specialized support groups for Black and LGBTQ survivors, as well as survivors who have specifically experienced drug-facilitated sexual assault.[2] Resilience advocates are responsible for providing crisis intervention, emotional support, civil and criminal legal advocacy, medical advocacy, safety planning, and referrals to sexual assault victims and their significant others. Resilience advocates will not participate in the investigation of a case but rather support the victim. Advocates keep these clients regularly apprised of their case status, assist and support them through a variety of legal options, and provide information and referrals, including free civil legal representation with Life Span. The advocates accompany their clients throughout all stages of the legal process from initial report to case disposition.[3] In the event their case does not end in arrest and prosecution, Resilience advocates continue to safety plan and provide options for healing and accountability. The MDT advocates are part of the on-call staff rotation at Resilience, providing 24-hr crisis response to 13 affiliated hospitals. The MDT advocates provide ongoing outreach and networking within all CPD areas, with priority focus on 3, 4, and 5 to foster collaboration and maintain awareness of Resilience services.[4] Resilience advocacy and trauma therapy services are available in both English and Spanish. Resilience provides numerous pathways to connect with an advocate. CPD and Resilience have worked together to create specialized handouts on the role of an advocate and the criminal legal process, as well as palm cards and magnets highlighting Resilience services and how to contact them for support. Through their consistent presence at area 3, Resilience advocates are available to meet with survivors and/or check in with CPD personnel to establish and maintain awareness of their services. Since 2021 Resilience has utilized an electronic client management system, which has led to a more efficient way for area 3, 4, and 5 detectives to refer for services. In addition to calling the office directly, detectives can use a smartphone, via a link or QR code, and make a referral that instantly enters Resilience's electronic database.[5] The use of the system has allowed Resilience to provide timely follow-up to requests for services on or off site of the area 3 office.[6] Resilience advocates provide services primarily out of area 3 but they meet and accompany survivors to cases in areas 4 and 5 and will expand support to survivors in areas 1 and 2 as needed based on MDT collaboration. All Resilience services are available in-person or virtual, determined by the survivor.

CPD dedicates one half-time, grant-funded Senior Performance Analyst to this project, in addition to providing Bureau of Detectives personnel at no cost to the grant. The Analyst plays a critical role in supporting the program by conducting in-depth research and analysis of departmental operations and developing preliminary recommendations to improve the efficient, effective, and economical use of CPD's resources. Key responsibilities include generating data and statistical reports for CPD staff and MDT partners, as well as designing meaningful performance measurements to track program outcomes and monitor progress. The Analyst will attend the quarterly MDT led training as well as regular MDT meetings to present data findings, share insights, and provide additional analysis as needed to support decision-making. Additionally, the Analyst evaluates risks associated with departmental programs, identifies gaps in processes and procedures, and recommends strategies to mitigate or eliminate those risks. By researching best practices and applying data-driven insights, the Analyst helps strengthen program implementation and contributes to the continuous improvement of CPD's operations in collaboration with MDT partners. The CPD Bureau of Detectives Supervisor in the Chief of Detectives' Office is responsible for the overall direction, coordination, implementation, and completion of the project ensuring consistency with program strategy, and goals. Some goals are to provide 100% of victims reporting to law enforcement with victim service referrals and collect 100% of available medical evidence in sexual assault cases. The Supervisor represents CPD at the MDT meetings and communicates lessons learned throughout the department. Detectives and sergeants send cases to the COORD for case review. The Supervisor follows up with assigned sergeants and detectives to respond to queries from MDT partners. The CPD sergeants attend case review, along with the investigating detective, if possible, and provide additional information to supplement the summary provided by the ASAs. CPD also includes a member of their Investigative Development Group to attend case review. This member can make real time updates to training curriculum provided to recruits and detectives based on lessons learned in case review.

Life Span provides civil legal and OP assistance for victims of sexual assault as part of the MDT. A Civil Legal Attorney will be partially funded by the MDT. The Civil Legal Attorney will: 1) inform clients of their legal rights and remedies under Illinois law; 2) assist clients in determining the course of action in their civil legal case; 3) provide legal representation in civil court by filing and litigating cases for protective orders; 4) provide legal representation in family law cases; 5) provide advocacy and representation on housing and education issues using relief available under the Civil Rights Act, VAWA, state law, IL's Safe Homes Act, and schools' disciplinary codes;[7] 6) report poor systemic responses to the Director of Policy for follow-up; 7) complete case documentation and statistics on a timely basis; and 8) attend, participate in, and conduct trainings on issues about sexual assault, domestic violence, dating violence, and stalking including victims' rights, remedies available to them, dynamics of abuse, and issues around consent. In civil protective order and domestic relations cases, the Civil Attorney addresses issues of safety, family law, and financial support not readily available in the criminal setting. Additionally, Life Span has an Immigration Project that provides representation in VAWA based relief, including self-petitions and U-Visas. This project provides unfunded support to the survivors from the focus areas. 35% of Life Span's clients do not speak English and 40% speak English as a second language. Life Span prioritizes immigrant populations who have a difficult time finding culturally sensitive services in their own language.[8] 56% of Life Span's staff are bilingual and speak Arabic (Palestinian and Modern Standard), Czech, Greek, Polish, Spanish and Assyrian. 93% percent of Life Span's clients identify as women and girls.

APD dedicates a supervisor from the Sex Offender Unit who is responsible for a variety of duties, such as monitoring operations and staff assigned to the Sex Offender Program. They participate in the monthly case reviews and are responsible for leading discussions on violation of probation (VOP) cases. Primarily they focus on offender accountability and relay aggregate data of any violations that are committed under the program. The supervisor is responsible for participating in quarterly MDT led training including presenting on different aspects of the sex offender program.

Swedish Hospital is included in the MDT meetings to provide insight into the medical and forensic treatment of

sexual assault victims. The Pathways Program Director attends case review, steering committee, and SAAG. They contribute to the discussion of cases and lessons learned regarding the evidence collection kit or medical treatment. SANE's from Swedish participate in case review meetings to provide insight into possible injuries a victim might sustain and procedures/protocols of the hospital and personnel.

The MDT project allows for a robust training agenda. Since 2012, the SAO has hosted a multi-day training course that is mandatory for any ASAs prior to Felony Review assignment. The training is open to all partnered law enforcement, victim service agencies, and other civil legal agencies. SAMDT partners present during the training including the MDT ASA and Resilience. CPD has offered multiple trainings fostered by the MDT. During this program year the MDT will initiate quarterly training where all partners will participate. The training initiative will strive to increase education and partnership amongst MDT partners. The COORD will provide surveys after each training to collect data on education outcomes and for feedback on content and to shape future training offerings.

The MDT meets regularly throughout the year at case review, steering committee, and SAAG. Case review is held monthly, attended by all MDT partners, and informs all the work done by the MDT. The MDT partners identify trends that inform policies/practices of all agencies, training needs, and long-term planning. During case review, Resilience only shares aggregate non-identifying data and does not share any information that is protected under Illinois statute 735 ILCS 5/8-802.1 without a client's consent. The Steering Committee is held bi-monthly where leadership from the core team meets to coordinate and evaluate the work done by the MDT. The key partners review project progress and success, MDT protocol, training needs, and systemic issues. SAAG is held quarterly and represents a diverse membership of sexual assault service providers throughout Cook County. SAAG advises the SAO in programming decisions, informs them of changing trends, brings concerns to the SAO's attention, and collaborates on legislation initiatives. SAAG also serves as a space to share lessons learned and other key information from the MDT. In this program year, the MDT will begin a combination of in-person and virtual case reviews and steering committee meetings.[9] The MDT will host some of these meetings at the co-located space at CPD area 3.

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Statement of the Problem

Chicago is the largest city in the Midwest with an estimated population of 2,721,308.[1] The Chicago Police Department is divided into 5 CPD detective areas, 3 of which are the focus of the MDT. According to CPD there were a total of 1,489 criminal sexual assault (CSAs) incidents reported within the MDT service area in 2024 with 2,069 CSAs reported citywide.[2] We know that this represents only a small portion of sexual assaults that occur in Chicago. According to the U.S. Department of Justice, only about 25–30% of sexual assaults are reported [3] National statistics indicate that nearly 1 in 4 women and approximately 1 in 26 men in the United States have experienced sexual assault at some point in their lives. The rates are even higher for marginalized communities with 1 in 2 multiracial women and nearly half of all Black women report experiencing sexual violence other than rape in their lifetimes. LGBTQ+ individuals, particularly transgender people, also face disproportionately high rates with an estimated 47% of transgender people and 44% of lesbians experiencing sexual violence.[4] Male survivors - prominent in the focus area of the MDT, including Chicago's Boystown community- often report at much lower rates due to stigma, shame, and gender expectations. This underscores the importance of the MDT collaboration that has been cultivated over the past decade between CPD and community-based, culturally responsive agencies such as Life Span and Resilience.

All MDT partners collect data to help explore this prevalence within the target population of the MDT. In 2024 out of the MDT service area, there were 2,316 calls for law enforcement assistance for sexual assault, CPD investigated 1,489 sexual assault cases, 536 evidence collection kits were collected, and 222 arrests were made. Per the data collected by the Coordinator (COORD) in 2024 the SAO reviewed 134 sexual assault cases with adult victims, 64 were within the MDT service area, and 34 were accepted for prosecution. Resilience served 204 sexual assault survivors, provided crisis intervention 2,782 times, counseling 554 times, civil legal advocacy 659 times, criminal justice advocacy 624 times, and provided survivor advocacy 759 times. These touch points include providing support groups specific to Black and LGBTQ+ survivors as well as groups specifically for survivors of drug-facilitated

sexual assault. Life Span served 48 sexual assault survivors, 29 of which had multiple legal issues. Life Span assisted with 22 protective orders, 25 criminal issues, 19 immigration matters, and 12 financial assistance requests during 2024. The VWS was assigned 16 new cases in 2024 in addition to their ongoing case load. They provided criminal justice advocacy 491 times and assisted with 16 orders of protection. The MDT ASA had 26 active felony cases out of the MDT service area in 2024. The MDT ASA filed 17 motions, attended court 190 times, and reached a disposition in 13 of those cases. SAO MDT staff attended 14 trainings during 2024, and the MDT ASA presented at the SADV felony review training 2 times.

The MDT hosts monthly case review that provides innumerable opportunities for the MDT partners to discuss case level details and lessons learned. In 2024 the MDT reviewed 42 cases: 20 rejected, 20 continued for investigation, and 2 VOP. Of those cases 9 have since been approved for felony charges. There were 14 lessons learned, most of which were training related. Case review continues to be one of the most important aspects of the MDT. It is a core function of the MDT to foster relationships and identify systemic issues that might otherwise go unnoticed. It has also become a vital way to identify cases that need additional intervention or supportive services.

Given the prevalence of sexual assault in a densely populated city, the MDT has improved accountability by establishing relationships between all criminal justice partners and advocates. The complexities of sex crimes require specially trained professionals to investigate, advocate, and prosecute such cases. This cooperative, coordinated multidisciplinary effort increases the efficiency and effectiveness of the involved agencies and minimizes the additional stress and trauma created for victims by the criminal justice process.[5]

Project Implementation

To address the prevalence of sexual assault in Chicago the MDT brings together key stakeholders to provide a coordinated response to sex crimes. The response is achieved in the following ways: 1) ensuring ASAs and law enforcement personnel responsible for sexual assault cases have specialized training. CPD detectives are required to participate in a 16-hour training course on SAIPA and evidence-based, trauma-informed investigation practices. In addition, sex crimes detectives are required to complete 8 hours of specialized sex crimes training every year. The SADV ASAs participate in various trainings including topics on prosecution of sexual assault, evidentiary issues, trial skills and advocacy, human trafficking, and sex offender probation. The SAO, Resilience, and Life Span will meet with all 5 CPD area sex crimes detectives throughout the year. The meetings will focus on explaining the role of the advocate, legal remedies, the MDT referral process, and the purpose of case review. In addition, the MDT will provide quarterly training led by the MDT partners for continued education on partner roles and responsibilities; 2) strengthening the trial advocacy skills of ASAs by providing the benefit of working within a specialized unit, allowing them to gain experience prosecuting SADV cases. The ASAs gain specific knowledge on pre-trial motions, trial preparation, and advocacy due to only handling SADV cases; 3) maintaining regular communication between MDT partners. The MDT holds monthly case review to assess areas of improvement in first response, investigation, and prosecution. The group reviews cases including those under investigation by CPD, rejected for prosecution by the SAO, or cases returned to CPD for further investigation. The partners have learned that case review increases knowledge and the opportunity to implement change. Having the participation of advocates, SANEs, ASAs, detectives, and probation generates well-rounded discussions about the systemic response to sexual assault; and 4) partnering law enforcement and prosecution with victim service providers. Resilience works with victims throughout the investigation and prosecution of a case. They provide advocacy services and personalized referrals to address the issues victims face. Life Span provides civil legal assistance to victims who are interested in seeking an Order of Protection or Civil No Contact Order and can help with family law and immigration issues. Swedish Hospital provides medical care to patients who experience a sexual assault and staffs SANEs who administer the evidence collection kit and medical forensic exam. All agencies inform each other and provide valuable insight into what a victim experiences when they go through the criminal justice process and highlight systemic roadblocks. In turn, they can use the knowledge gained from MDT collaboration to better assist victims. Meeting the needs of sexual assault victims, particularly those involved in the criminal justice system,

remains a challenge, especially among underserved populations. Improving services to victims demands a fundamental change in the ways in which law enforcement, ASAs, and victim service providers communicate and collaborate on cases. The collaboration process works to benefit victims and break down barriers that have historically existed in the investigation and prosecution of sexual assault cases. Through these collaborative efforts, the MDT works to build knowledge and shared value systems, improve communication, and provide a “team” of support to victims.

Program success is accomplished through the link between victim services, law enforcement, and the court system. CPD responds to 911 calls and completes case reports both at police stations and in emergency rooms. Nurses or social workers at hospitals notify Resilience to provide in-person crisis support when sexual assault victims are being treated. Once linked to an advocate, victims are offered support and follow up services. If the victim is being treated at Swedish Hospital a SANE will provide comprehensive medical and forensic care to the victim. After initial report, a sex crimes detective will be assigned to begin an in-depth investigation. The detective will offer the victim a referral to Resilience via the online referral link/QR code and provide a packet of information explaining the criminal legal process, role of the advocates, and contact information for Resilience. The packets will also be given to the CPD Domestic Violence Specialists located in area 3. Resilience has a co-located office at CPD area 3 where they can meet with victims and collaborate with detectives. Once contact is made by a Resilience legal advocate, they will provide crisis intervention to victims and accompaniment to investigative meetings and court dates. Resilience advocates help inform and assist survivors with options related to navigating personal safety and legal rights. It is in these discussions they identify the need to connect with an attorney and refer to Life Span as requested. Life Span helps with civil legal matters for all victims as needed, including explanation of protective orders and family law matters including legal representation. Once a case has been investigated by a detective, they are responsible for calling the SAO felony review unit for charging consideration. The felony review ASA will notify a SADV ASA who assists with the charging decision and next steps. Sex crimes can be very complex which is why it is engrained into the charging process for a specialized ASA to be contacted to discuss the case facts. After a case is charged, the MDT ASA and VWS are assigned cases that occur within the MDT service area. The ASA and VWS utilize the SAO Investigator to assist with miscellaneous pre-trial tasks including collecting buccal swabs, assisting with witnesses, and transportation. Through the work of the MDT, the ASA and VWS have established relationships with the MDT partners and are able to use those relationships to better serve the victims on their assigned cases. The VWS can provide referrals to the victim or, if the victim is working with Resilience or Life Span, establish a clear line of communication to ensure all parties are kept up to date with the criminal case. Some cases that the ASA prosecutes will result in a defendant being sentenced to sex offender probation. Probation works with the MDT to discuss VOP cases at case review and participates in the quarterly MDT led training. The relationships forged between the MDT staff and collaborative partners contribute to the success of this MDT. These relationships are established through joint training, case review, and by working collaboratively to support a victim throughout the entire process. This includes cases that are viable to charge criminally and those that may not meet criminal legal standards for prosecution. The interactions between MDT partners about cases help make every case better, more considered, and victim-centered whether the case ends in a felony prosecution or not. These interactions also happen in meetings outside of case review and the steering committee to ensure coordinated response among individual partners.

EXHIBIT B

DELIVERABLES OR MILESTONES

Task	Staff Position Responsible	Date Due
Create training calendar	COORD	Quarterly
Hold MDT case review meetings	MDT staff & other participants	Monthly
Hold bi-monthly steering committee meetings	MDT staff	Bi-monthly
Refer SADV cases to victim service staff	Law enforcement staff	Daily
Interview victims in all active cases to gain additional information	Law enforcement staff	Ongoing
Hold SAAG meetings	COORD	Quarterly
Provide training to ASAs, probation, law enforcement, victim service providers, & first responders	MDT staff & partners	Ongoing
Cross training with community advocates	MDT staff	Ongoing
Respond to requests for civil legal advocacy	Life Span & Resilience	Daily
Respond to requests for counseling & crisis intervention	Resilience	Daily
Respond to criminal justice advocacy	Resilience, Life Span, VWS	Daily
Represent clients in civil court by filing & litigating OP cases & domestic relation cases	Life Span	Ongoing
Provide advocacy & representation on housing & education issues	Life Span & Resilience	Ongoing
Investigate incidents	CPD	Daily
Collect available medical evidence in sexual assault cases	CPD & SAO Investigator	Ongoing
Refer cases to SAO where an arrest was made	CPD	Daily, weekly
Work investigative requests	SAO Investigator	Daily, weekly
Review cases referred for prosecution	SAO	Daily, weekly
Obtain conviction in charged cases	SAO ASA	Ongoing
Discuss VOP reports during MDT case review	Probation & SAO staff	Ongoing
Conduct quarterly MDT trainings	MDT staff	Quarterly
Schedule quarterly meetings with CPD areas 3, 4, and 5	MDT ASA	Quarterly
Review/submit MDT protocol	MDT staff & PDU(SAO)	Annually
Submit quarterly progress report	COORD & PDU (SAO)	15 th of every quarter
Submit quarterly financial performance report	SAO Chief Accountant	15 th of every quarter

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

GRANTEE CONTACT

Name: Haley Aubrey

Name: Shawn Condon

Title: Criminal Justice Specialist I

Title: Program Specialist

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Address: 69 W Washington Street, STE 3200

Chicago, Illinois 60605

Chicago, Illinois 60602

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

GRANTEE CONTACT

Name: Shataun Hailey

Name: Nicole Kramer

Title: Victim Services Program Manager

Title: Director of Programs and Development

Address: 60 E Van Buren St, STE 650, Chicago, IL 60605

Address: 69 W Washington St, Chicago, IL 60602

Phone: 312-814-8100

Phone: 312-603-1879

TTY#: _____

TTY #: _____

E-mail Address: Shataun.Hailey@Illinois.gov

E-mail Address: Nicole.Kramer@cookcountysao.org

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS









Law enforcement
Prosecution



Victim Services
Courts/Probation



Role(s)	Mandatory Process Objectives	Performance Measures
	Key partners will regularly convene and attend 1.5 Steering Committee meeting(s) each quarter. (6 per year)	<ul style="list-style-type: none"> ➤ Number of SC meetings held ➤ Number of SC meetings attended by each key partner
	Key partners will regularly convene and attend 3 case review meetings each quarter	<ul style="list-style-type: none"> ➤ Number of case review meetings held ➤ Number of case review meetings attended by each key partner
	100% of key partner staff will be specially trained regarding domestic violence (DV) / sexual assault (SA).	<ul style="list-style-type: none"> ➤ Number of key partner staff ➤ Number of key partner staff specially trained regarding DV or SA.
	Key partner staff will attend 1 professional and/or multidisciplinary trainings regarding DV/SA each year.	<ul style="list-style-type: none"> ➤ Number of staff who participated in trainings ➤ Number of trainings attended by staff
	Key partner staff will review the protocol each year for proper implementation and outcomes, and to address any problems.	<ul style="list-style-type: none"> ➤ Number of meetings in which protocol or protocol aspects were reviewed ➤ Number of refinements made to protocol
	100% of key partner frontline staff will be trained about the protocol for responding to domestic violence/sexual assault.	<ul style="list-style-type: none"> ➤ Number of key partner frontline staff ➤ Number of frontline staff trained about the protocol
	Provide 100% of victims reporting to law enforcement with victim service referrals.	<ul style="list-style-type: none"> ➤ Number of victims reporting to law enforcement ➤ Number of victims provided with referrals
	Investigate 100% of DV/SA cases.	<ul style="list-style-type: none"> ➤ Number of cases opened ➤ Number of cases investigated
	Provide direct services to 100% of victims requesting services.	<ul style="list-style-type: none"> ➤ Number of victims who requested services ➤ Number of victims who received direct services
	Review 100% of cases referred for prosecution.	<ul style="list-style-type: none"> ➤ Number of cases referred for prosecution ➤ Number of cases reviewed
Four (4) additional process objectives and performance measures, at least one for each of the four key partners: 1) law enforcement; 2) prosecution; 3) victim services; and 4) courts/probation.		
Role(s)	Additional Process Objectives (add 4 min.)	➤ Performance Measures
	Resilience will provide <u>100</u> victims with <u>400</u> hrs. of advocacy services yearly	➤ Number of victims

		➤ Number of hours
	Resilience will provide <u>150</u> victims with <u>600</u> hrs. of individual or group counseling yearly	➤ Number of victims ➤ Number of hours
	Resilience will present as requested at the CPD Sexual Assault Investigator training	➤ Number of times presented
	Life Span will respond to <u>100%</u> of requests for services for Civil OP's & other services per quarter	➤ Number of victims informed about OP's and other services ➤ Number of victims informed about legal remedies (criminal/civil/immigration) ➤ Number of victims requesting assistance with OP's or other services ➤ Number of OP's filed ➤ Number of victims who received assistance with an OP ➤ Number of victims who received other services
	Life Span will respond to <u>100%</u> of requests for CNCO's & other services per quarter	➤ Number of victims informed about CNCOs ➤ Number of victims informed about legal remedies (criminal/civil/immigration) ➤ Number of CNCO's filed ➤ Number of victims who received assistance with a CNCO ➤ Number of victims who received other services
	SAO, Resilience, and Life Span will provide training to all 5 CPD areas yearly to improve expertise when responding to SADV victims, evidence collection, collaboration, the role of an advocate, and legal remedies.	➤ Number of trainings for each area ➤ Number of detectives trained
	The Victim Witness Specialist will notify each victim of upcoming court proceedings at least <u>3</u> business days before scheduled court dates.	➤ Number of victims with court dates ➤ Number of victims notified at least <u>3</u> business days before court date ➤ Number of victims notified less than <u>3</u> business days before court date
	CPD will collect 100% of any available medical evidence in sexual assault cases	➤ Number of cases ➤ Number of cases where forensic medical evidence was collected
	Train <u>100%</u> of patrol officers about initial response to DV/SA protocols.	➤ Number of trainings held ➤ Number of patrol officers

		<ul style="list-style-type: none"> ➤ Number of patrol officers who attended trainings
	Conduct quarterly MDT training with all partners	<ul style="list-style-type: none"> ➤ Number of trainings ➤ Number of people trained
	Specialized probation officers will provide supervision for 100% of DV/SA offenders.	<ul style="list-style-type: none"> ➤ Number of DV/SA offenders ➤ Number of DV/SA offenders supervised
	Conduct risk assessments (e.g. ODARA) for <u>100%</u> of offenders.	<ul style="list-style-type: none"> ➤ Number of new offenders assigned to caseload ➤ Number of risk assessments administered to offenders
	Provide transportation for 100% of victims needing transportation assistance to attend court hearings.	<ul style="list-style-type: none"> ➤ Number of victims needing transportation assistance. ➤ Number of victims provided transportation to court hearings
	Provide services to 100% of victim in co-location of victim services and law enforcement.	<ul style="list-style-type: none"> ➤ Number of victims reporting to law enforcement ➤ Number of victims served at co-location

Role(s)	Mandatory Outcome Objectives	Performance Measures
	Key partner staff will continue to increase specialization regarding domestic violence/sexual assault.	<ul style="list-style-type: none"> ➤ Number of staff reporting increased knowledge following trainings (surveys)
	Key partner frontline staff will increase knowledge about the approved protocol for responding to DV/SA.	<ul style="list-style-type: none"> ➤ Number of staff reporting increased knowledge following trainings (surveys)

Two (2) additional outcome objectives and performance measures that involve any one or combination of four key partners.

Role(s)	Additional Outcome Objectives	➤ Performance Measures
	<u>100%</u> of MDT staff will work to increase referrals to MDT victim service providers	<ul style="list-style-type: none"> ➤ Number of referrals to Resilience ➤ Number of referrals to Life Span
	Lessons learned through case review will be collected to identify training needs, policy changes, or successes of the MDT	<ul style="list-style-type: none"> ➤ Number of lessons learned ➤ Number of training needs and/or policy changes
	Communicate with <u>100%</u> of frontline staff of partner agencies regarding program updates each month during case review.	<ul style="list-style-type: none"> ➤ Frequency and format of communication ➤ Number of frontline staff receiving communications
	Key partner staff will be educated about the responsibilities of other team members in DV/SA cases.	<ul style="list-style-type: none"> ➤ Number of key partner staff educated about other team members ➤ Number of key partner staff who completed survey post-education. ➤ Number of key partner staff reporting increased knowledge (surveys)



	<p>Key partner and frontline staff will become more informed about services in the community available for victims.</p>	<ul style="list-style-type: none"> ➤ Number of staff informed ➤ Number of staff who completed survey after being informed. ➤ Number of staff reporting increased knowledge about victim services
	<p>Resilience and the Victim Witness Specialist will increase victims' access to protective orders and other services.</p>	<ul style="list-style-type: none"> ➤ Number of victims informed about protective orders and other victim services ➤ Number of victims received assistance with obtaining a protective order or other services ➤ Number of protective orders filed ➤ Number of protective orders granted

EXHIBIT E

SPECIFIC CONDITIONS

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

PART TWO –GRANTOR-SPECIFIC TERMS

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

23. Definitions

“Youth” means an individual under 18 years of age.

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

25. Commencement of Performance.

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

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

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

26. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.

27. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

- Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. 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. and
- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

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

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

28. Timekeeping.

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

- A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records 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.

28.2. 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.

28.3. 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.

28.4. Grantee shall maintain a Quarterly Time Keeping Certification with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours. The Quarterly Time Keeping Certification should be made available to Grantor upon request.

29. 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.

30. Procurement Requirements and Requests for Proposals.

30.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and 2 CFR 200.318 - 327.

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

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

30.3. 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.

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

31. Subcontracting.

31.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

31.2. Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines. This includes a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, Sole Source Justification form, if applicable, disclosure of any Conflicts of Interest to Grantor and any other related documents requested by Grantor.

31.3. Costs under any subcontract shall only be allowed back to the date of the complete submission of the documents described in this Article except for those subcontractors approved under Article XIV or an exception under Grantor exception policy.

31.3. Approval of the use of subcontractors 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.

32. Subawards.

32.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

32.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.

- 32.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.
- 32.4 As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.
- 32.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement.
- 32.6 Grantee will ensure that all subawardees have an active Unique entity Identifier (UEI); have a Federal Employer ID (FEIN); are in good standing with the Illinois Secretary of State; are not on the Illinois Stop Payment List; are not on the SAM.gov Exclusion list; and are not on the Illinois Medicaid Sanctions List.
- 32.7 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.
- 32.8 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.
- 32.9 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.
- 32.10 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.
- 32.11 Grantee will make fiscal and programmatic technical assistance available to all subawards.
- 32.12 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.
- 32.13 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.
- 32.14 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.
33. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.
34. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip.

Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs. This section applies to costs for both staff and participants.

35. Copyrights and Patents.

35.1. 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.

35.2. 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 to protect the public interest, in accordance with guidelines.

36. Management and Disposition of Equipment and Commodities.

36.1. 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.

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

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

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

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

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

purposes and under the conditions applicable to the use of grant funds. Program income may be used by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

38. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements prior to receiving grant funds:

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

Upon request, Grantor may allow Grantee to receive funds without meeting the above requirements. Such exception shall be granted in writing and Grantee shall be given no more than six (6) months after the exception to meet all requirements of this section.

39. Publications.

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

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

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

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

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

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

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

40. Reporting Grant Irregularities.

40.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

40.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.

40.3. Failure to report known irregularities can result in suspension of the 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.

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

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

40.6. 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.

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

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605

CJA.OGCreport@illinois.gov

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

41.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward 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.

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

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

43. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, 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.

44. Safeguarding Constitutional Protections Related to Religion

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

44.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste,

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

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

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

47. Project Monitoring and Evaluation.

47.1. 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.

47.2. 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.

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

48. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.

49. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

50. 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.

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PART THREE –PROJECT-SPECIFIC TERMS

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

51. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.
52. Equal Employment Opportunity (EEO) Program. Grantee (or subrecipient, contractor, or subcontractor of this award at any tier) must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.
53. Nondiscrimination.
 - 53.1. Grantee and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging or conducting explicitly religious activities and requires that Grantee and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. Part 38.6(b).
 - 53.2. Grantee (or subrecipient, contractor, or subcontractor of this award at any tier) must comply with all applicable requirements of 28 C.F.R. Part 38. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and requires that Grantees that are (or subrecipient, contractor, or subcontractor of this award at any tier) social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).
 - 53.3. Grantee (or subrecipient, contractor, or subcontractor of this award at any tier) must comply with all applicable requirements of 28 C.F.R. Part 54. Grantee, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”
 - 53.4. Grantee shall designate a Civil Rights Coordinator to serve as a liaison for all civil rights related matters. The Civil Rights Coordinator need not be grant funded. Grantee shall promptly notify Grantor of any change regarding the designated Civil Rights Coordinator.
 - 53.5. Grantee’s Civil Rights Coordinator and any program staff and match volunteers who have direct contact with program beneficiaries shall complete annual civil rights training as required and approved by Grantor.

- 53.6 Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor and appropriate federal and state agencies. Grantee shall promptly notify Grantor, via its assigned Grant Monitor, of any complaints of prohibited discrimination or harassment filed with Grantee regarding grant employees, beneficiaries, or potential beneficiaries. Grantee shall fully cooperate in any investigation regarding an allegation of prohibited discrimination.
- 53.7 Grantee shall complete a Civil Rights Compliance Questionnaire as required by Grantor.
- 53.8 Grantee will require subrecipients and subcontractors to comply with all applicable civil rights and nondiscrimination statutes and regulations.
- 54 VAWA 2013 nondiscrimination condition. Grantee acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Grantees may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the grantee provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. Grantee agrees that it will comply with this provision. Grantee also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.
- 55 Duplicative Funding. If the Grantee currently has other active awards of federal funds, or if Grantee receives any other award of federal funds during the period of performance for this award, Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, Grantee must promptly notify Grantor in writing of the potential duplication, and, if so requested Grantor, must seek a budget-modification or revision.
- 56 Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct.
- 56.1. In addition to the requirements of condition 45, Grantee and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, sub-contractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.
- 56.2. Potential fraud, waste, abuse, or misconduct involving or related to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at <http://oig.justice.gov/hotline/grant-compliant> (select “Submit Report Online”); (2) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax); (3) mail directed to:

U.S. Department of Justice
Office of the Inspector General
Investigations Division
ATTN: Grantee Reporting
950 Pennsylvania Ave. NW
Washington, D.C. 20530

57 Encouragement of Policies to Ban text Messaging While Driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages grantees and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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

58.1. No Grantee or subrecipient (subgrantee) under this grant and any entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

58.3. In accepting this award, Grantee –

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

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

58.4. If Grantee makes sub-awards or contracts under this award –

a. it represents that –

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

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

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

59 Conferences, Meetings, Trainings, and Other Events.

59.1. Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

59.2. Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/grantees#Resources>.

60 Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons.

60.1. Grantee (and any subrecipient at any tier) must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Grantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subrecipient.

60.2. The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (titled "Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award"), and are incorporated by reference here.

61 Compliance with General Appropriations-law Restrictions on the use of federal funds for this fiscal year.

Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a grantee (or subrecipient) would or might fall within the scope of an appropriations-law restriction, the grantee is to contact OVW for guidance, and may not proceed without express prior written approval of OVW.

62 Compliance with 41 U.S.C. 4712.

62.1. Grantee agrees to comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

62.2. Grantee must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

63 Civil, Criminal, and Administrative Proceedings. Grantee agrees to comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OVW web site at: <https://www.justice.gov/ovw/grantees>, (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

64 VAWA Compliance.

64.1. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government, and Grantor in the performance of this agreement, including the current edition of the Department of Justice (DOJ) Grants Financial Guide and 2 C.F.R. Part 200. Grantee also agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

64.2. Grantee also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

65 Remedies for non-compliance or for materially false statements.

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

65.2. Failure to comply with any one or more of these grant requirements -- whether a condition set out in this Agreement, a condition incorporated by reference, or a certification or assurance related to conduct during the award period -- may result in the Office on Violence Against Women ("OVW") or Grantor taking appropriate action with to Grantee and the award. Among other things, OVW or Grantor may withhold award funds, disallow costs, or suspend or terminate the award. OVW or Grantor also may take other legal action as appropriate.

66 Materials and Products. Grantee agrees that materials and products (written, visual, or sound) developed with grant funds fall within the scope of the grant program and do not compromise victim safety.

67 Ongoing Compliance with Statutory Certifications. Grantee agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the Grantee's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449 (regarding rape exam payments), 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims).

Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

68 Unreasonable Restrictions on Competition; Association with Federal Government. Grantee (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.

69 Determinations of Suitability to Interact with Participating Minors.

69.1. This condition applies to this award if it is indicated in the application for the grant (as approved by ICJIA) (or in the application for any subaward at any tier), that a purpose of some or all of the activities to be carried out under the grant (whether by the Grantee or by a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

69.2 Grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> ("Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors"), and are incorporated by reference here.

70 Consultant Compensation Rates. Grantee acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to Grantor a detailed justification and have such justification approved by Grantor, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Grantee is required to maintain documentation to support all daily or hourly consultant rates.

71 Policy for Response to Workplace-related incidents of Sexual Misconduct, Domestic Violence, and Dating Violence. Grantee, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

72 Copyrighted Works

72.1 Grantee (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

72.2 It is the responsibility of Grantee (and each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

73 Requirements for Grantees and Subrecipients Providing Legal Assistance

73.1 Grantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue.

73.2 The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

74 Restrictions on "lobbying" and policy development

74.1 In general, as a matter of federal law, federal funds may not be used by the grantee, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The grantee, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

74.2 Another federal law generally prohibits federal funds awarded by OVW from being used by the grantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

74.3 Should any question arise as to whether a particular use of federal funds by a grantee (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

- 75 Limitation on use of funds to approved activities. Grantee agrees that grant funds will be used only for the purposes described in the grantee's application, unless OVW determines that any of these activities are out of scope or unallowable. Grantee must not undertake any work or activities that are not described in the grantee's application, award documents, or approved budget, and must not use staff equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Award Modification (GAM), from OVW.
- 76 Non-supplantation. Grantee agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for activities under this grant.
- 77 Confidentiality and Information Sharing. Grantee agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. Grantee also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.
- 78 Termination or Suspension. The Director of OVW, upon a finding that there (1) has been substantial failure by the grantee to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the recipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the recipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.
- 79 Publication disclaimer. The grantee agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The grantee also agrees to ensure that any subrecipient at any tier will comply with this condition.
- 80 Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII). Grantee and any subrecipient (subgrantee) at any tier, must have written procedures in place to respond to the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient) – 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to an ICJIA Staff Member no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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EXHIBIT X

PROGRAM NARRATIVE

**Violence Against Women Act (VAWA)
Multidisciplinary Team Response Program (MDT)
ATTACHMENT 2 - PROGRAM NARRATIVE
NOFO # 1744-0623**

The program narrative may not exceed 25 pages, this includes the questions and tables in this document. Responses must be written in Times New Roman, 12-point font, and **double-spaced**. Do not delete template questions in your response and do not change the formatting of this document. Questions that require narrative response should be answered in the box that says: “**Response**” underneath each question. Failure to comply with formatting requirements may lead to application disqualification.

Applicant Specialization (check one):

- Domestic Violence
- Sexual Assault

Program Description – 20 Points

1. Provide a summary of each partner agency’s history in providing services to victims of domestic violence, sexual assault, dating violence, or stalking; its capacity and qualifications to implement the proposed project, and its role within the community(ies) being served.

Response: The Cook County Sexual Assault Multidisciplinary Team (MDT) is a collaborative project that brings together partners to address sexual assault in the Chicago community. The partners are the Cook County State’s Attorney’s Office (SAO) as the lead agency, Resilience, the Chicago Police Department (CPD), the Cook County Adult Probation Department (APD), Life Span, and our community based non-funded partner Endeavor Health: Swedish Hospital.

The SAO is responsible for prosecuting all felony and misdemeanor crimes in Cook County, including Chicago. The SAO has a Victim Witness Unit (VWU) that provides advocacy and court support to crime victims and witnesses. The VWU has a specialized team that handles sexual assault and domestic violence (SADV) cases. The SAO has a specialized Special Victim’s Bureau (SVB) comprised of Assistant State’s Attorneys (ASAs) specially trained on trauma-informed and victim-centered prosecutions. The SAO has worked collaboratively with Resilience and Life Span on multiple grant programs and training initiatives for SAO staff. As the lead agency, the SAO will be responsible for subcontracting all funded partners. SAO’s Programs and Development Unit (PDU) has a long

record of successfully monitoring and managing grant programs and subcontracts. Presently the SAO has 21 grant-funded programs with over \$19 million in funding that support over 87 staff positions and subcontracts with community and law enforcement partners through local, state, and federal grant programs.

Founded in 1974, Resilience is an independent, not-for-profit organization dedicated to ending rape culture and empowering sexual assault survivors through advocacy, education, and healing. Resilience provides 24-hour crisis response in 13 Chicago-area hospitals, public education, and institutional advocacy to improve the treatment of sexual assault survivors and effect positive change in policies and public attitudes toward sexual assault. Resilience has 27 full-time staff including the 4 positions funded by this grant, in addition to 14 part-time staff and consultants. At a minimum, each member of the agency has been trained in 40-hour Sexual Assault Crisis Intervention, as required by the Illinois Coalition Against Sexual Assault (ICASA), along with an extensive onboarding and training process. In fiscal year 2024, Resilience provided services to over 1,200 survivors of sexual assault or abuse and provided information and referrals to 1,116 individuals. Resilience reached over 17,317 people through both direct and indirect/community-based services which include 6,369 individuals reached through their prevention education programming. Resilience is also known for culturally responsive and survivor-specific services. Two-thirds of Resilience clients historically identify as BIPOC and 15% LGBTQ+. According to data by the Illinois Criminal Justice Information Authority (ICJIA) Resilience has led the state in serving the highest number of individuals who identify as LGBTQ+ of all gender-based violence providers statewide for both domestic violence and sexual assault. As the only stand-alone rape crisis center in the entire city of Chicago, Resilience has worked collaboratively with CPD and SAO for decades. They were instrumental in ensuring rape crisis services were made available in Chicago courthouses and assisting in developing/facilitating training for both CPD and SAO.

CPD responds to all reports of sexual assault in Chicago. Sexual assault cases are assigned to detectives who specialize in sexual assault investigations, leading them to develop expertise in this area. Since 2015 CPD Detectives and new recruits receive a comprehensive training on sexual assault with instructors from the SAO, Illinois Attorney General's Office, and Resilience. The training complies with the Illinois Sexual Assault Incident Procedure Act (SAIPA). The focus of the training is evidence-based, victim-centered, and trauma-informed investigative techniques. Statistics, societal issues, the neurobiology of trauma, reporting issues, sexual assault offenders, drug-facilitated sexual assault, law, and procedure are covered for recruits, while detectives are given the same topics on an expanded level with additional presentations by sexual assault advocates and sexual assault nurse examiners (SANEs). CPD ensures all victims receive referral for advocacy information in the form of a Sexual Assault Incident Notice. As part of the MDT, detectives explain available services to victims and ask if they can connect them to Resilience. These referrals are essential in ensuring victims have access to options and information.

Founded in 1978, Life Span is a non-profit comprehensive domestic and sexual violence service agency that combines counseling, advocacy, and legal services to address the complex needs of victims and their families. Life Span attorneys have expertise in civil litigation, sexual assault, domestic violence and human trafficking, and provide civil legal assistance to victims of SADV. Life Span's services are rooted in the idea of client empowerment, where clients are provided information on services, resources, and institutional responses available to them, what their choices are, and what possible outcomes will flow from those choices. Life Span attorneys and Resilience advocates have a strong partnership working together to best serve the complex needs of victims. For this project Life Span and Resilience will meet monthly to ensure seamless referrals between them including discussion of each referral. Life Span also has a longstanding partnership with the SAO and has served on various

committees to address domestic and sexual violence. Life Span's legal staff has extensive experience in civil legal assistance for sexual assault victims and was the first provider of free legal representation in Civil No Contact Order (CNCOs) cases in Illinois as well as the first to successfully appeal decisions in a Civil No Contact Order.

The APD, established in 1911, is the largest probation agency in Illinois. They are responsible for probation supervision, pretrial services, and presentence investigations. Adult Probation receives nearly 11,000 new probation cases annually with an active caseload of 16,000 probationers, 12% of whom are supervised in specialized programs, such as the Sex Offender Program. The Sex Offender Program is for individuals convicted of felony sex offenses. It is a long-term treatment program with rigorous court-imposed conditions. The probation officers in the unit are extensively trained and work closely with the treatment providers to monitor compliance. The probation officers work with the SADV ASAs to ensure that offenders are eligible for the program and maintain compliance.

Our non-funded partner, Endeavor Health: Swedish Hospital, is located within the MDT service area, and is partnered with Resilience. In 2015, Swedish created the Pathways Program, a hospital-based victim service program that works with patients impacted by gender-based violence. The program provides training to healthcare providers and allied professionals to ensure all are well-equipped to work with patients experiencing interpersonal violence and to minimize re-traumatization through the healthcare system. Swedish employs a SANE Coordinator and 14 other SANEs that staff the emergency department to provide comprehensive medical and forensic care to survivors of sexual violence.

2. Provide a summary of the proposed program that includes the scope of services, intent of the program, strategy, and/or activity, and how it will address the identified problem.

The following items must be addressed in your responses: Types of services and/or activities to be provided by the proposed project and the role of each funded partner.

- Any risk or protective factors that will be addressed.
- A detailed description of the applicant/or project's collaboration with victim services, law enforcement, prosecution, and courts/probation that reflect a coordinated approach to addressing domestic violence, sexual assault, dating violence, or stalking. Include thorough detail of what extent court services and probation partners will be involved; providing emphasis on the importance of training for these partners to increase their knowledge about the impacts of victimization/secondary victimization on victims. Please include the names of the collaborating agencies or partners.
- A detailed description of how the MDT will expedite and enhance victim services.
- Types of services and/or activities to be provided by the proposed project and the role of each funded partner.

Response: The MDT, funded since 2016, works together to improve & impact the response to sexual assault in Chicago through strengthened coordination and communication. The MDT focuses on sexual assault within the boundaries of CPD Detective areas 3, 4, and 5 with a primary focus on acquaintance cases and adult victims. Choosing these areas allows the MDT to target various underserved populations, including victims who identify as LGBTQ, BIPOC victims, and victims who do not speak English as their primary language.¹ The MDT partnership has taught us that sexual assault is not confined to one geographical region so, for this grant period, the victim service providers have determined they have the capacity to provide services to CPD areas 1 and 2 while still focusing and prioritizing CPD areas 3, 4 and 5. This will allow Resilience and Life Span to involve cases with repeat offenders operating across the city.

The SAO houses the MDT ASA, Investigator, Victim Witness Specialist (VWS), and Coordinator (COORD). The ASA handles sexual assault cases in the MDT service area and works closely with all MDT partners. The ASA has specialized training and skills to prosecute sexual assault cases. They

¹ This supports Illinois VAWA Stop Formula Grant Program Implementation Plan priority (Priority) #5: Fund initiatives that advance victims' equitable service access and engagement in services, with a focus on underserved victim populations

lead monthly case review, and hold quarterly meetings at CPD detective areas 3, 4, and 5 to discuss ongoing investigations and charged cases. The ASA presents at SADV felony review training offered to ASAs, law enforcement, and advocacy partners. The SAO provides trainings to detective areas to improve response to sexual assault victims, evidence collection, and collaboration. The COORD manages daily operations of the MDT including planning/coordination of all meetings, record keeping, and training/special events. They maintain all communication between the MDT partners and the larger advocacy community as well as ensure that lessons learned in case review are communicated to the steering committee and work with all partners to implement the recommendations and analyze trends. The COORD prepares grant reports, maintains an effective data collection system and keeps the MDT on task documenting milestones necessary for project success. The Investigator works as part of the sex crimes prosecutorial team to provide court support, assist in evidence collection and handling, witness interviews, and matters relating to trial. They notify victims about court, provide transportation, and ensure victim security while attending court. The Investigator attends quarterly MDT trainings and collaborates with the ASA and VWS on their cases when needed. The VWS provides consistent interaction with sexual assault victims from the point a case enters the criminal justice system to post adjudication. They provide victims with referrals & follow-up services. Services provided include crisis intervention, criminal justice support/advocacy, filing for protective orders, social service referrals, and assistance in preparing for trial. The VWS keeps the victims apprised of court dates case progress as well as accompanies victims to court and meetings with the ASA. The VWS works closely with Resilience and Life Span servicing victims. The VWS attends monthly case review meetings and quarterly MDT trainings.

Resilience has grant-funded trauma therapists and advocates as part of the MDT. The trauma therapists are responsible for providing individual, couples, and family therapy as well as facilitating

support groups both in-person and virtually. Trauma therapy services are available to support survivors across the diverse neighborhoods of Chicago, with a focus on the marginalized communities prominent in CPD areas 3, 4, and 5. Resilience MDT funded therapists routinely offer specialized support groups for Black and LGBTQ survivors, as well as survivors who have specifically experienced drug-facilitated sexual assault.² Resilience advocates are responsible for providing crisis intervention, emotional support, civil and criminal legal advocacy, medical advocacy, safety planning, and referrals to sexual assault victims and their significant others. Resilience advocates, will not participate in the investigation of a case but rather support the victim. Advocates keep these clients regularly apprised of their case status, assist and support them through a variety of legal options, and provide information and referrals, including free civil legal representation with Life Span. The advocates accompany their clients throughout all stages of the legal process from initial report to case disposition.³ In the event their case does not end in arrest and prosecution, Resilience advocates continue to safety plan and provide options for healing and accountability. The MDT advocates are part of the on-call staff rotation at Resilience, providing 24-hr crisis response to 13 affiliated hospitals. The MDT advocates provide ongoing outreach and networking within all CPD areas, with priority focus on 3, 4, and 5 to foster collaboration and maintain awareness of Resilience services.⁴ Resilience advocacy and trauma therapy services are available in both English and Spanish. Resilience provides numerous pathways to connect with an advocate. CPD and Resilience have worked together to create specialized handouts on the role of an advocate and the criminal legal process, as well as palm cards and magnets highlighting Resilience services and how to contact them for support. Through their consistent presence at area 3,

² This supports Priority #5: Fund initiatives that advance victims' equitable service access and engagement in services, with a focus on underserved victim populations.

³ This supports Priority #2: Increase funding to address victims' fundamental needs, or those needs that if left unmet inhibit victims' engagement in services needed for healing

⁴ This supports Priority #1: Fund initiatives that raise the public's awareness of victim services, including eligibility criteria, service options, and program efficacy

Resilience advocates are available to meet with survivors and/or check in with CPD personnel to establish and maintain awareness of their services. Since 2021 Resilience has utilized an electronic client management system, which has led to a more efficient way for area 3, 4, and 5 detectives to refer for services. In addition to calling the office directly, detectives can use a smartphone, via a link or QR code, and make a referral that instantly enters Resilience’s electronic database.⁵ The use of the system has allowed Resilience to provide timely follow-up to requests for services on or off site of the area 3 office.⁶ Resilience advocates provide services primarily out of area 3 but they meet and accompany survivors to cases in areas 4 and 5 and will expand support to survivors in areas 1 and 2 as needed based on MDT collaboration. All Resilience services are available in-person or virtual, determined by the survivor.

CPD dedicates one half-time, grant-funded Senior Performance Analyst to this project, in addition to providing Bureau of Detectives personnel at no cost to the grant. The Analyst plays a critical role in supporting the program by conducting in-depth research and analysis of departmental operations and developing preliminary recommendations to improve the efficient, effective, and economical use of CPD’s resources. Key responsibilities include generating data and statistical reports for CPD staff and MDT partners, as well as designing meaningful performance measurements to track program outcomes and monitor progress. The Analyst will attend the quarterly MDT led training as well as regular MDT meetings to present data findings, share insights, and provide additional analysis as needed to support decision-making. Additionally, the Analyst evaluates risks associated with departmental programs, identifies gaps in processes and procedures, and recommends strategies to mitigate or eliminate those risks. By researching best practices and applying data-driven insights, the Analyst helps strengthen

⁵ This supports Priority #7: Promote community-driven multidisciplinary responses to victimization, including coalition building efforts and expanded use of technology to facilitate collaboration

⁶ This supports Priority #4: Increase funding for programs that improve victims’ timely access to services such as through co-located services and remote service options

program implementation and contributes to the continuous improvement of CPD's operations in collaboration with MDT partners. The CPD Bureau of Detectives Supervisor in the Chief of Detectives' Office is responsible for the overall direction, coordination, implementation, and completion of the project ensuring consistency with program strategy, and goals. Some goals are to provide 100% of victims reporting to law enforcement with victim service referrals and collect 100% of available medical evidence in sexual assault cases. The Supervisor represents CPD at the MDT meetings and communicates lessons learned throughout the department. Detectives and sergeants send cases to the COORD for case review. The Supervisor follows up with assigned sergeants and detectives to respond to queries from MDT partners. The CPD sergeants attend case review, along with the investigating detective, if possible, and provide additional information to supplement the summary provided by the ASAs. CPD also includes a member of their Investigative Development Group to attend case review. This member can make real time updates to training curriculum provided to recruits and detectives based on lessons learned in case review.

Life Span provides civil legal and OP assistance for victims of sexual assault as part of the MDT. A Civil Legal Attorney will be partially funded by the MDT. The Civil Legal Attorney will: 1) inform clients of their legal rights and remedies under Illinois law; 2) assist clients in determining the course of action in their civil legal case; 3) provide legal representation in civil court by filing and litigating cases for protective orders; 4) provide legal representation in family law cases; 5) provide advocacy and representation on housing and education issues using relief available under the Civil Rights Act, VAWA, state law, IL's Safe Homes Act, and schools' disciplinary codes;⁷ 6) report poor systemic responses to the Director of Policy for follow-up; 7) complete case documentation and statistics on a timely basis; and 8) attend, participate in, and conduct trainings on issues about sexual assault, domestic

⁷ This supports Priority #9: Fund services that address victims' long-term mental health, legal, and housing needs

violence, dating violence, and stalking including victims' rights, remedies available to them, dynamics of abuse, and issues around consent. In civil protective order and domestic relations cases, the Civil Attorney addresses issues of safety, family law, and financial support not readily available in the criminal setting. Additionally, Life Span has an Immigration Project that provides representation in VAWA based relief, including self-petitions and U-Visas. This project provides unfunded support to the survivors from the focus areas. 35% of Life Span's clients do not speak English and 40% speak English as a second language. Life Span prioritizes immigrant populations who have a difficult time finding culturally sensitive services in their own language.⁸ 56% of Life Span's staff are bilingual and speak Arabic (Palestinian and Modern Standard), Czech, Greek, Polish, Spanish and Assyrian. 93% percent of Life Span's clients identify as women and girls.

APD dedicates a supervisor from the Sex Offender Unit who is responsible for a variety of duties, such as monitoring operations and staff assigned to the Sex Offender Program. They participate in the monthly case reviews and are responsible for leading discussions on violation of probation (VOP) cases. Primarily they focus on offender accountability and relay aggregate data of any violations that are committed under the program. The supervisor is responsible for participating in quarterly MDT led training including presenting on different aspects of the sex offender program.

Swedish Hospital is included in the MDT meetings to provide insight into the medical and forensic treatment of sexual assault victims. The Pathways Program Director attends case review, steering committee, and SAAG. They contribute to the discussion of cases and lessons learned regarding the evidence collection kit or medical treatment. SANE's from Swedish participate in case review meetings to provide insight into possible injuries a victim might sustain and procedures/protocols of the hospital and personnel.

⁸ This supports Priority #5: Fund initiatives that advance victims' equitable service access and engagement in services, with a focus on underserved victim populations

The MDT project allows for a robust training agenda. Since 2012, the SAO has hosted a multi-day training course that is mandatory for any ASAs prior to Felony Review assignment. The training is open to all partnered law enforcement, victim service agencies, and other civil legal agencies. SAMDT partners present during the training including the MDT ASA and Resilience. CPD has offered multiple trainings fostered by the MDT. During this program year the MDT will initiate quarterly training where all partners will participate. The training initiative will strive to increase education and partnership amongst MDT partners. The COORD will provide surveys after each training to collect data on education outcomes and for feedback on content and to shape future training offerings.

The MDT meets regularly throughout the year at case review, steering committee, and SAAG. Case review is held monthly, attended by all MDT partners, and informs all the work done by the MDT. The MDT partners identify trends that inform policies/practices of all agencies, training needs, and long-term planning. During case review, Resilience only shares aggregate non-identifying data and does not share any information that is protected under Illinois statute 735 ILCS 5/8-802.1 without a client's consent. The Steering Committee is held bi-monthly where leadership from the core team meets to coordinate and evaluate the work done by the MDT. The key partners review project progress and success, MDT protocol, training needs, and systemic issues. SAAG is held quarterly and represents a diverse membership of sexual assault service providers throughout Cook County. SAAG advises the SAO in programming decisions, informs them of changing trends, brings concerns to the SAO's attention, and collaborates on legislation initiatives. SAAG also serves as a space to share lessons learned and other key information from the MDT. In this program year, the MDT will begin a combination of in-person and virtual case reviews and steering committee meetings.⁹ The MDT will host some of these meetings at the co-located space at CPD area 3.

⁹ This supports Priority #7: Promote community-driven multidisciplinary responses to victimization, including coalition building efforts and expanded use of technology to facilitate collaboration

Statement of the Problem– 15 Points

This section should identify the problem and address the stated issues with relevant data to justify the request for the programs, services, or activities being proposed. Applicants should describe the problem as it exists in the target jurisdiction and terms of the needs of the community and clients. Data should support the problem statement and be cited. There should be clear links between the identified problem and the MDT program's need.

1. The following items must be addressed in your response:

- Applicant must describe the need, nature, and extent of domestic violence, sexual assault, dating violence, or stalking within the proposed community, region, and/or population to be served. At a minimum, responses should include the number of victims served or are seeking services from the applicant, incidents responded to and/or investigated, and/or cases prosecuted by the applicant within the last twelve months.
- Target Population: Describe the intended target population using demographic and other data where possible.
- Statistics: The statement should be supported by up-to-date date statistical or other factual information/data or relevant literature. The sources or methods used for assessing the problem should also be identified and described.

Response: Chicago is the largest city in the Midwest with an estimated population of 2,721,308.¹⁰ The Chicago Police Department is divided into 5 CPD detective areas, 3 of which are the focus of the MDT. According to CPD there were a total of 1,489 criminal sexual assault (CSAs) incidents reported within the MDT service area in 2024 with 2,069 CSAs reported citywide.¹¹ We know that this represents only a small portion of sexual assaults that occur in Chicago. According to the U.S. Department of Justice, only about 25–30% of sexual assaults are reported.¹² National statistics indicate that nearly 1 in 4 women and approximately 1 in 26 men in the United States have experienced sexual assault at some point in their lives. The rates are even higher for marginalized communities with 1 in 2 multiracial women and nearly half of all Black women report experiencing sexual violence other than rape in their lifetimes. LGBTQ+

¹⁰ U.S. Census Bureau (2024, July 1). *Quick Facts Chicago City, Illinois*. Retrieved from [https://www.census.gov/quickfacts/fact/table/chicagocityillinois/PST040221#PST040221].

¹¹ Chicago Police Department CompStat Public 2024 Year End. (n.d.). <https://www.chicagopolice.org/wp-content/uploads/CompStat-Public-2024-Year-End.pdf>

¹² *Statistics*. National Sexual Violence Resource Center. (n.d.). <https://www.nsvrc.org/statistics>

individuals, particularly transgender people, also face disproportionately high rates with an estimated 47% of transgender people and 44% of lesbians experiencing sexual violence.¹³ Male survivors - prominent in the focus area of the MDT, including Chicago's Boystown community- often report at much lower rates due to stigma, shame, and gender expectations. This underscores the importance of the MDT collaboration that has been cultivated over the past decade between CPD and community-based, culturally responsive agencies such as Life Span and Resilience.

All MDT partners collect data to help explore this prevalence within the target population of the MDT. In 2024 out of the MDT service area, there were 2,316 calls for law enforcement assistance for sexual assault, CPD investigated 1,489 sexual assault cases, 536 evidence collection kits were collected, and 222 arrests were made. Per the data collected by the Coordinator (COORD) in 2024 the SAO reviewed 134 sexual assault cases with adult victims, 64 were within the MDT service area, and 34 were accepted for prosecution. Resilience served 204 sexual assault survivors, provided crisis intervention 2,782 times, counseling 554 times, civil legal advocacy 659 times, criminal justice advocacy 624 times, and provided survivor advocacy 759 times. These touch points include providing support groups specific to Black and LGBTQ+ survivors as well as groups specifically for survivors of drug-facilitated sexual assault. Life Span served 48 sexual assault survivors, 29 of which had multiple legal issues. Life Span assisted with 22 protective orders, 25 criminal issues, 19 immigration matters, and 12 financial assistance requests during 2024. The VWS was assigned 16 new cases in 2024 in addition to their ongoing case load. They provided criminal justice advocacy 491 times and assisted with

¹³ Basile, K.C., Smith, S.G., Kresnow, M., Khatiwada S., & Leemis, R.W. (2022). The National Intimate Partner and Sexual Violence Survey: 2016/2017 Report on Sexual Violence. Atlanta, GA: National Center for Injury Prevention and Control, Centers for Disease Control and Prevention.

16 orders of protection. The MDT ASA had 26 active felony cases out of the MDT service area in 2024. The MDT ASA filed 17 motions, attended court 190 times, and reached a disposition in 13 of those cases. SAO MDT staff attended 14 trainings during 2024, and the MDT ASA presented at the SADV felony review training 2 times.

The MDT hosts monthly case review that provides innumerable opportunities for the MDT partners to discuss case level details and lessons learned. In 2024 the MDT reviewed 42 cases: 20 rejected, 20 continued for investigation, and 2 VOP. Of those cases 9 have since been approved for felony charges. There were 14 lessons learned, most of which were training related. Case review continues to be one of the most important aspects of the MDT. It is a core function of the MDT to foster relationships and identify systemic issues that might otherwise go unnoticed. It has also become a vital way to identify cases that need additional intervention or supportive services.

Given the prevalence of sexual assault in a densely populated city, the MDT has improved accountability by establishing relationships between all criminal justice partners and advocates. The complexities of sex crimes require specially trained professionals to investigate, advocate, and prosecute such cases. This cooperative, coordinated multidisciplinary effort increases the efficiency and effectiveness of the involved agencies and minimizes the additional stress and trauma created for victims by the criminal justice process.¹⁴

Project Implementation – 30 Points

1. Applicant should clearly describe the tasks and duties that the program will undertake to achieve its goal and objectives and address the issues identified in the Statement of the Problem.

Response: To address the prevalence of sexual assault in Chicago the MDT brings together key

¹⁴ This supports Priority #12: Fund efforts to prevent (re)victimization through programming that increases victims' protective factors and decreases vulnerabilities.

stakeholders to provide a coordinated response to sex crimes. The response is achieved in the following ways: 1) ensuring ASAs and law enforcement personnel responsible for sexual assault cases have specialized training. CPD detectives are required to participate in a 16-hr training course on SAIPA and evidence-based, trauma-informed investigation practices. In addition, sex crimes detectives are required to complete 8 hours of specialized sex crimes training every year. The SADV ASAs participate in various trainings including topics on prosecution of sexual assault, evidentiary issues, trial skills and advocacy, human trafficking, and sex offender probation. The SAO, Resilience, and Life Span will meet with all 5 CPD area sex crimes detectives throughout the year. The meetings will focus on explaining the role of the advocate, legal remedies, the MDT referral process, and the purpose of case review. In addition, the MDT will provide quarterly training led by the MDT partners for continued education on partner roles and responsibilities; 2) strengthening the trial advocacy skills of ASAs by providing the benefit of working within a specialized unit, allowing them to gain experience prosecuting SADV cases. The ASAs gain specific knowledge on pre-trial motions, trial preparation, and advocacy due to only handling SADV cases; 3) maintaining regular communication between MDT partners. The MDT holds monthly case review to assess areas of improvement in first response, investigation, and prosecution. The group reviews cases including those under investigation by CPD, rejected for prosecution by the SAO, or cases returned to CPD for further investigation. The partners have learned that case review increases knowledge and the opportunity to implement change. Having the participation of advocates, SANEs, ASAs, detectives, and probation generates well-rounded discussions about the systemic response to sexual assault; and 4) partnering law enforcement and prosecution with victim service providers. Resilience works with victims throughout the investigation and prosecution of a case. They provide advocacy services and

personalized referrals to address the issues victims face. Life Span provides civil legal assistance to victims who are interested in seeking an OP or CNCO and can help with family law and immigration issues. Swedish Hospital provides medical care to patients who experience a sexual assault and staffs SANEs who administer the evidence collection kit and medical forensic exam. All agencies inform each other and provide valuable insight into what a victim experiences when they go through the criminal justice process and highlight systemic roadblocks. In turn, they can use the knowledge gained from MDT collaboration to better assist victims. Meeting the needs of sexual assault victims, particularly those involved in the criminal justice system, remains a challenge, especially among underserved populations. Improving services to victims demands a fundamental change in the ways in which law enforcement, ASAs, and victim service providers communicate and collaborate on cases. The collaboration process works to benefit victims and break down barriers that have historically existed in the investigation and prosecution of sexual assault cases. Through these collaborative efforts, the MDT works to build knowledge and shared value systems, improve communication, and provide a “team” of support to victims.

2. Applicant should explain how staff and collaborative partners' roles and responsibilities will contribute to program success. Applicants should establish the link between victim service, law enforcement, and the court system in the MDT response.

Response: Program success is accomplished through the link between victim services, law enforcement, and the court system. For a detailed description of MDT staff and collaborative partner roles and responsibilities refer to Program Description question 2. Here is the link in the MDT response: CPD responds to 911 calls and completes case reports both at police stations and in emergency rooms. Nurses or social workers at hospitals notify Resilience to provide in-person crisis support when sexual assault victims are being treated. Once linked to an advocate,

victims are offered support and follow up services. If the victim is being treated at Swedish Hospital a SANE will provide comprehensive medical and forensic care to the victim. After initial report, a sex crimes detective will be assigned to begin an in-depth investigation. The detective will offer the victim a referral to Resilience via the online referral link/QR code and provide a packet of information explaining the criminal legal process, role of the advocates, and contact information for Resilience. The packets will also be given to the CPD Domestic Violence Specialists located in area 3. Resilience has a co-located office at CPD area 3 where they can meet with victims and collaborate with detectives. Once contact is made by a Resilience legal advocate, they will provide crisis intervention to victims and accompaniment to investigative meetings and court dates. Resilience advocates help inform and assist survivors with options related to navigating personal safety and legal rights. It is in these discussions they identify the need to connect with an attorney and refer to Life Span as requested. Life Span helps with civil legal matters for all victims as needed, including explanation of protective orders and family law matters including legal representation. Once a case has been investigated by a detective, they are responsible for calling the SAO felony review unit for charging consideration. The felony review ASA will notify a SADV ASA who assists with the charging decision and next steps. Sex crimes can be very complex which is why it is engrained into the charging process for a specialized ASA to be contacted to discuss the case facts. After a case is charged, the MDT ASA and VWS are assigned cases that occur within the MDT service area. The ASA and VWS utilize the SAO Investigator to assist with miscellaneous pre-trial tasks including collecting buccal swabs, assisting with witnesses, and transportation. Through the work of the MDT, the ASA and VWS have established relationships with the MDT partners and are able to use those relationships to better serve the victims on their assigned cases. The VWS can provide

referrals to the victim or, if the victim is working with Resilience or Life Span, establish a clear line of communication to ensure all parties are kept up to date with the criminal case. Some cases that the ASA prosecutes will result in a defendant being sentenced to sex offender probation. Probation works with the MDT to discuss VOP cases at case review and participates in the quarterly MDT led training. The relationships forged between the MDT staff and collaborative partners contribute to the success of this MDT. These relationships are established through joint training, case review, and by working collaboratively to support a victim throughout the entire process. This includes cases that are viable to charge criminally and those that may not meet criminal legal standards for prosecution. The interactions between MDT partners about cases help make every case better, more considered, and victim-centered whether the case ends in a felony prosecution or not. These interactions also happen in meetings outside of case review and the steering committee to ensure coordinated response among individual partners.

3. Please describe how project success will be measured, detailing how and when data will be collected and reported.

Response: Project success will be measured by comparing the MDT's quarterly progress against the stated goals and objectives. The COORD collects SAO data on the number of cases called into Felony Review and the charging outcome, which reflects the SAO approval rate. The CPD data analyst collects data on cases reported, investigated, and when forensic evidence was collected. Resilience and Life Span track the number of clients that received advocacy services, therapy, assistance with protective orders, or other help. The VWS keeps track of referrals made to victims, how many protective orders were filed, and other activities related to transportation and court notification. Probation tracks the number of offenders under supervision and

violations. Data is collected when training is conducted with MDT partners. These data points are reported to ICJIA quarterly. In addition, success and progress will be measured outside of data collection by tracking lessons learned from case review and other discussions. The COORD tracks the lessons learned by identifying the challenge, description, and solution.

4. Since the maximum length of funding available under the NOFO is 36 months, discuss how the program will sustain if/when the federal funding ends.

Response: Upon the expiration of funds, the MDT members will work to absorb the positions funded through this grant or will seek alternate funding sources for the positions. The MDT partners have formed long-lasting relationships that will sustain beyond the funding of the program. However, the funding is imperative to creating accountability amongst each partner. Members will make every reasonable effort to retain the positions after the expiration of grant funding. If they are unable to retain the actual positions, we will attempt to retain the functions of the positions.