

**80-R-17**

**A RESOLUTION**

**Authorizing the City Manager to Sign Notifications of Grant Awards  
To Fund and Operate a Congregate Senior Meal Program**

**WHEREAS**, the City of Evanston has made it a priority to focus on providing for a comfortable and high standard of living for seniors through activities and events; and

**WHEREAS**, the Parks, Recreation and Community Services Department (the "Department") strives to provide activities and opportunities to seniors; and

**WHEREAS**, the Department applied to the Illinois Department on Aging for funding for a congregate senior meal program; and

**WHEREAS**, the Department received two (2) grant awards, worth a combined forty two thousand two hundred seventy five dollars (\$42,275.00), to operate meal programs for seniors; and

**WHEREAS**, the grant award will allow seniors to receive meals at a suggested donation rate of four dollars and fifty cents (\$4.50); and

**WHEREAS**, the Department plans to operate a lunch program for seniors five (5) days a week at the Levy Senior Center; and

**WHEREAS**, the Department plans to operate a lunch program for seniors one (1) day a week at the Fleetwood-Jourdain Community Center,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** The foregoing recitals are hereby found as fact and incorporated herein by reference.

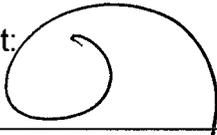
**SECTION 2:** The City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest, on behalf of the City of Evanston, the Notifications of Grant Awards.

**SECTION 3:** The City Manager is hereby authorized to sign, and the City Clerk hereby authorized to attest, on behalf of the City of Evanston, the Notifications of Grant Awards attached hereto as Exhibit A, incorporated herein by reference.

**SECTION 4:** This Resolution 80-R-17 shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
\_\_\_\_\_  
Stephen H. Hagerty, Mayor

Attest:



\_\_\_\_\_  
Devon Reid, City Clerk

Adopted: October 23, 2017

**EXHIBIT A**

**Congregate Senior Meal Program  
Notification of Grants Awards**



**Notification of Grant Award Cover Page**

The Area Agency on Aging of Suburban Cook County, since 1974

1048 Lake Street, Suite 300  
Oak Park, Illinois 60301-1102

phone (800)699-9043  
(708)383-0258

fax (708)524-0870  
TTY (708)524-1653

[www.ageoptions.org](http://www.ageoptions.org)

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In addition to the conditions stated in this FY 2018 Conditions of Award document, the Grantee acknowledges, where applicable, receipt of the following documents from Grantor and agrees to comply and abide by the requirements and policies set forth:

- Grantor Service Definitions and Standards
  - FY 2018-20 RFP Service Definitions and Standards (for Titles B, D, E, ombudsman and Title VII Elder Abuse)
  - FY 2016 -2019 Definitions and Standards (for Title III-C)
- Grantor Request for Proposals
  - FY 2018-20 Request for Proposal (for Titles B, D, E, ombudsman and Title VII Elder Abuse)
  - FY 2016-19 Nutrition Request for Proposal (for Title III-C)
- Requirements for Recipients of Title III Older Americans Act Funds (All Title III)
- Grantee's work plan as submitted to Grantor in the form of the Grantee's application for funding (All Title III)
- Assurances
  - FY 2018-20 Grantor Grant/Contract Assurances ((for Titles B, D, E, ombudsman and Title VII Elder Abuse)
  - FY 2016-19 Grantor Grant/Contract Assurances (for Title III-C)

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Typed or Printed Name of Organization

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Signature of Organization's Authorized Representative

*Conditions of Award follow on Page 3*

**FY 2018 CONDITIONS OF AWARD**

Grantor (Grantor) with its office at 1048 Lake Street, Suite 300, Oak Park, Illinois and Grantee with its principal office listed on page one; hereby enter into this Grantee Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as "Party."

**PART ONE – THE UNIFORM TERMS RECITAL**

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

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

From Page One of this Notification of Grant Award (NGA):

- **Term.** This Agreement shall be effective during the "Project Period" listed on page 1, unless terminated pursuant to this agreement, Costs may not be incurred until the beginning date of the grant and must be obligated prior to **September 30, 2018**, and disbursed prior to **November 10, 2018**.
- **Grant Funds.** Grant funds shall not exceed #7, "New Obligation Awarded" and #5 "Area Agency Share" on Page 1. The Area Agency Share funds may be any combination of Federal, State (General Revenue Funds) and/or, where appropriate, NSIP (Nutrition Services Incentive Program). In-kind and project income may not replace the obligation for local cash, although local cash may replace in-kind. Final Grantor participation will be based on the closeout report.
- **Net Cost.** The Area Agency (Number 3 under Computation of Grant Award – "New Obligation Awarded") share of the approved net cost #3) is earned ONLY when the approved cost is accrued and the NON-FEDERAL (Number 4) share of the cost has been contributed. Receipt of Grantor Funds (either through advance or reimbursement) does not constitute earning of these funds. Failure to generate agreed matching funds will require reimbursement to Grantor of unmatched Grantor funds received.
- If the actual net cost is less than the amount on Number 3, the non-federal share will be at the percent indicated on Line 9a. In-kind may be up to the amount identified in this award. The cash match must be at the percent identified on Line 9b (Local Cash Share) and the federal/state share will be at the percent identified on Line 9c (Federal/State Share) of the net cost for the project period of this grant.

**ARTICLE 1  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

**1.1 DUNS Number; SAM Registration; Nature of Entity.** Under penalties of perjury, Grantee certifies that the following numbers are correct for the Grantee:

Required number	Insert the following number for the Grantee
Grantee DUNS Number	
Grantee FEIN NUMBER or Social Security Number	
Grantee SAM registration expiration date	

*The Grantee must be registered with the System for Award Management (SAM) and will maintain an active SAM registration with current information at all times during which it has an active Agreement with Grantor.*

Legal Status (please check <input checked="" type="checkbox"/> one):		
Individual	Corporation (including Not for Profit)	Pharmacy/Funeral Home/Cemetery (Corp.)
Sole Proprietor	Medical Corporation	Pharmacy (Non-Corporate.)
Partnership	Limited Liability Company (select applicable tax classification)	Corporation NOT providing or billing
Tax-exempt		
Governmental Unit	___ D = disregarded entity	Other:
Non-Resident Alien	___ C = corporation	
Estate or Trust	___ P = partnership	

**1.2 Amount of Agreement.** Grant Funds shall not exceed the amount listed on Page 1, line 7 "New Obligation Awarded". Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

**1.3 Identification Numbers.** The Federal awarding agency is U.S. Department of Health and Human Services/Administration for Community Living and the Federal Award Date is October 1, 2017.

- a. The CFDA (Code of Federal Domestic Assistance) numbers for Grantor funding are:

Title	CFDA#
Title III-B: Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044
Title III-B Ombudsman: Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044
Title III-C: Special Programs for the Aging, Title III, Part C, Nutrition Services	93.045
NSIP: Nutrition Services Incentive Program	93.053

Title	CFDA#
Title III-D: Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services	93.043
Title III-E: National Family Caregiver Support, Title III, Part E	93.052
Title VII Adult Protective Services: Special Programs for the Aging, Title VII, Chapter 3_Programs for Prevention of Elder Abuse, Neglect, and Exploitation	93.041
Title VII Ombudsman: Special Programs for the Aging, Title VII, Chapter 2_Long Term Care Ombudsman Services for Older Individuals	93.042

b. The CSFA (Code of State Financial Assistance) numbers for Grantor funding are:

Title	CSFA#
Title III-B: Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	402-01-0027
Title III-B Ombudsman: Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	402-01-0027
Title III-C: Special Programs for the Aging, Title III, Part C, Nutrition Services	402-01-0028
NSIP: Nutrition Services Incentive Program	402-01-0031
Title III-D: Special Programs for the Aging, Title III, Part D, Disease Prevention and Health Promotion Services	402-01-0026
Title III-E: National Family Caregiver Support, Title III, Part E	402-01-0030
Title VII Adult Protective Services: Special Programs for the Aging, Title VII, Chapter 3_Programs for Prevention of Elder Abuse, Neglect, and Exploitation	402-01-0024
Title VII Ombudsman: Special Programs for the Aging, Title VII, Chapter 2_Long Term Care Ombudsman Services for Older Individuals	402-01-0025

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

**1.5 Acceptance of Grant.**

a. The Grantee certifies, under oath, that all information in the grant agreement is true and correct to the best of the Grantee's knowledge, information and belief; that the funds shall be used only for the purposes described in the grant agreement; and the award of grant funds is conditioned under such certification. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds. I, the undersigned, under oath, certify that I have read and understand the terms of the **Notification of Grant Award** and that this Agency will abide by them. I further certify that I am authorized to sign for this Agency and that I have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor have I made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5). The Grantee certifies that he is

not in default on an educational local as provided in Public Act 85-827. The Grantee certifies that is has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

- b. This certifies acceptance of the terms of this Grant under **Title III of the Older Americans Act of 1965**, as amended, and in terms and conditions enumerated in the approved Grant application. This further certifies that the accepting agency understands that it must administer the Grant in compliance with all rules and regulations of the U.S. Department of Health and Human Services, as well as those of the Illinois Department on Aging and Grantor.

Grantee Name:

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Grantor	Grantee
Jonathan Lavin, (Head of Grantor)	Signature of Organization's Authorized Representative
Date of Signature	Date of Signature
Jonathan Lavin, President and CEO	Typed Name and Title of Authorized Representative

*Grantor is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under 20 ILCS 435/5 and 435/5.1. Disclosure of this information is MANDATORY as required by Federal Office of Management and Budget OMB's Uniform Grant Guidance. Failure to comply will result in Federal and/or State funding being withheld.*

*Grantor does not discriminate in admission to programs or treatment of employment in programs or activities in compliance with appropriate State and Federal Statutes. For information, call 1-800-252-8966 (Voice) or contact the Grantor Civil Rights Coordinator at (708) 383-0258.*

## ARTICLE 2 REQUIRED REPRESENTATIONS

### **2.1 Standing and Authority.**

- a. The Grantee certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); is duly organized, validly existing and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State and under the laws of the State in which it was incorporated or organized.
- b. Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- c. If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.
- d. The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- e. This Agreement and all other documents related to this Agreement, including the application and attachments to which Grantee is a party constitute the legal valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

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

**2.4. Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Grant Application changes, Grantee must notify the Grantor.

## ARTICLE 3 DEFINITIONS

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

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

“Agreement” or “Grant Agreement” has the same meaning as in 44 III. Admin. Code 7000.20.

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

“Allowable Costs” has the same meaning as in 44 III. Admin Code 7000.20.

“Award” has the same meaning as in 44 III. Admin Code 7000.20.

“Budget” has the same meaning as in 44 III. Admin Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 III. Admin Code 7000.20.

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

“Conflict of Interest” has the same meaning as in 44 III. Admin Code 7000.20.

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

“Cost Allocation Plan” has the same meaning as in 44 III. Admin Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 III. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 III. Admin Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 III. Admin Code 7000.20. “DUNS Number” means a unique nine-digit identification number provided by Dun and Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

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

“Fixed Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed Rate” is in contrast to fee-for-service, 44 Ill. Admin Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

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

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

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

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

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

“State” means the State of Illinois.

“Term” is the grant period.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

## ARTICLE 4 PAYMENT

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

**4.2 Illinois Grant Funds Recovery Act.** Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et. seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

**4.3 Payments to Third Parties.** Grantee agrees to hold harmless Grantor 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 if 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.

**4.4 Timely Billing and Reporting Required.** Grantee must submit payment schedule before beginning of fiscal year and Quarterly Service Cost Reports within 15 days after the end of the quarter. **Failure to submit on a timely basis may result in delayed reimbursement.** In the event

that Grantee is unable to submit its payment schedule or Quarterly Service Cost Report timely, Grantee shall notify Grantor and may request an extension of time to submit. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

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

## ARTICLE 5 SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

**5.1 Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the approved grant application goals for expenditures, service units, and clients that will be served during and throughout the entire Fiscal Year.

The Grantee agrees to comply with all requirements of the Older Americans Act of 1965 as amended, and regulations and program instructions from federal and state authorities under which this grant is given, including all provider service regulations and requirements detailed in Volume 53 No. 169 Federal Register, 33758 - 33759, August 31, 1988 and Titles 41 and 45 of the Code of Federal Regulations.

### **5.2 Scope Revisions.**

- a. **Grantor Scope Revisions.** If Grantor determines that expenditures, service units, or client projections will not be met, Grantor may take action as outlined in the Request for Proposal (RFP) or in Grantor Policy on Performance Deficiencies of Grantees. Grantor may initiate a revised grant award to reflect the level of funds needed to reach reduced unit and client projections.
- b. **Grantee Request for Prior Approval for Scope change in Grant.** This further certifies that the Grantee understands that no alterations of the terms specified in this grant, as approved, may be made without written authorization of Grantor. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308. Scope revisions may be requested through August 10, 2018.

**5.3 Purpose of Grant.** Funds are not awarded for purposes of Research and Development.

## **ARTICLE 6 BUDGET**

**6.1 Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by the Grantor for carrying out the purposes of the Grant. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The budget submitted by Grantee at application will be final. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

All funds must be obligated by the end of the approved budget period and must be used as specified in the approved Request for Proposal application; Letter of Intent and/or budget.

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

- a. **Grantor Budget Revisions.** If Grantor determines that expenditures, service units, or client projections will not be met, Grantor may take action as outlined in the Request for Proposal (RFP) or in Grantor Policy on Performance Deficiencies of Grantees. Grantor may initiate a revised grant award to reflect the level of funds needed to reach reduced unit and client projections
- b. **Grantee Request for Prior Approval for Budget change in Grant.** This further certifies that the Grantee understands that no alterations of the terms specified in this grant, as approved, may be made without written authorization of Grantor. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308. Grantee may request budget revisions through August 10 2018.

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

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

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

## **ARTICLE 7 ALLOWABLE COSTS**

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

All non-Federal resources (whether local cash or in-kind) must be clearly documented and established as being “reasonable, necessary and allowable.” Grantees are responsible for determining and verifying such allowability. Non-federal match used to support other programs is not allowable as match for funds awarded by Grantor.

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

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

**7.4 Nonprofit Organizations Cost Principles.** The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

**7.6 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

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

- a. **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash)

contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2CFR 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 sub award documentation. All supporting documentation should be clearly identified with the award and general ledger accounts which are to be charged or credited. All in-kind and matching funds must be documented in the same manner as Title III funds. Project Income must be expended based upon the application, with any changes of expenditures to be approved by Grantor. All Project Income must be reported to Grantor. All such records must be available for inspection by Grantor, the Illinois Department on Aging, and/or federal representative(s).
- i. The documentation standards for salary changes to grants as prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).
  - ii. If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee of the requirement to submit Personnel activity reports. See 2 CFR 200.430 (i)(8). Personnel activity reports shall account on after the fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate officiant and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
  - iii. Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
  - iv. If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.
- c. **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms of the Agreement.
- d. **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are compared with the Budgeted amounts at least quarterly. All time sheets kept by staff and/or volunteers providing Older Americans Act funded services, and/or services provided with state funds granted by Grantor, must detail the actual amount of time spent per funded service per payroll period.

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

**7.8 Federal Requirements.** All Grants, whether funded whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 00, 44 Ill. Admin Code 7000.30(b) and Federal Financial Management standards listed above.

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

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

## ARTICLE 8 REQUIRED CERTIFICATIONS

**8.1 Certifications.** Grantee, its officers, and directors, shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

- a. **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- b. **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720ILCS 5/33E-4).
- c. **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliates, is/are delinquent in the payment of any debt to the State, unless Grantee or its affiliates, has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if this certification is false (30 ILCS 500/50-11).
- d. **Education Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et. seq).
- e. **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et. seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

- f. **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payments of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et. seq.*).
- g. **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- h. **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, possession, or use of a controlled substance during the performance of the Agreement. 30ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- i. **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et. seq.*).
- j. **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air act (42 USC 7401 *et. seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et. seq.*)
- k. **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).
- l. **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR 376, Subpart C.
- m. **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed is whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et. seq.* unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

- n. **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA), 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 of disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- o. **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30ILCS 500/50-10.5).
- p. **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- q. **Illinois Use Tax.** Grantee certifies in accordance with 30ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- r. **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- s. **Goods from Child Labor Act.** Grantee certifies that no foreign made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (\*30ILCS 584).
- t. **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

## ARTICLE 9 CRIMINAL DISCLOSURE

**9.1 Mandatory Criminal Disclosure.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the current of information report to SAM regarding civil, criminal or administrative proceeding as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

## ARTICLE 10 UNLAWFUL DISCRIMINATION

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

- a. The Illinois Human Rights Act (775 ILCS 5/1-101 *et. seq.*), including without limitation, 44 Ill. Admin Code Part 750, which is incorporated herein; and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having written sexual harassment policies (775 ILCS 5/2-105).
- b. The Public Works Employment Discrimination Act (775 ILCS 10/1 *et. seq.*);
- c. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (see also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register: February 18, 2002 (Volume 7, Number 13, Pages 2671-2685));
- d. Section 504 of the Federal Rehabilitation Act of 1973 (29 USC 794);
- e. The Americans with Disabilities Act of 1990 (42 USC 12101 *et. seq.*); and
- f. The Age Discrimination Act (42 USC 6101 *et. seq.*),

## ARTICLE 11 LOBBYING

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

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

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

**11.4 Procurement Lobbying.** Grantee warrants and certifies that it, and to the best of its knowledge, its sub-grantee have complied and will comply with Executive Order No. 1 (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 applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

**11.5 Subawards.** Grantee must include the language of this Article 10 in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II (I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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

## **ARTICLE 12 MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

**12.1 Records Retention.** The Grantee must retain all records herein required 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 the Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specific in 2 CFR 200.333. If any litigation, claims or audit exceptions involved the records have been resolved and final action taken,

**12.2 Accessibility of Records.** The Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Inspector General, Federal authorities, and person identified in 2 CFR 200, 336, and any other person as may be authorized by Grantor, by the State of Illinois or by Federal statute. Grantee shall cooperate fully in such audit for purposes of audit, monitoring, and evaluation. It will be left to the discretion of Grantor and/or authorized personnel as to whether such visits will be announced or unannounced.<sup>1</sup>

**12.3 Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, shall establish a presumption in favor of Grantor or State of Illinois for the recovery of any funds paid under the Grant for which adequate books, records and supporting documentation are not available to support disbursement.

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<sup>1</sup> Source: [IDOA AAA Policies and Procedures Sec 1164(a)]

**12.4 Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the ward. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331.

## **ARTICLE 13 FINANCIAL REPORTING REQUIREMENTS**

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

**13.2 Close-out Reports.**

- (a) Grantee shall submit a Close-Out Report by November 12, 2018. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 45 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.
- (b) In an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

**13.3 Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with Grantor's reporting shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

## **ARTICLE 14 PERFORMANCE REPORTING REQUIREMENTS**

**14.1 Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested an in the format required by Grantor. The Grantee must provide service and client information to Grantor in a manner prescribed and determined by Grantor. Such information shall be used in part to meet the Illinois Department on Aging reporting requirements including those under the National Aging Program Information System (NAPIS). Data must be entered on a monthly basis by the tenth of the following month. Unless so specified, the first of such reports shall cover the first

month after the Award begins. Failure to submit required Performance Reports may cause a delay or suspension in funding. 30 ILCS 705/1 *et.seq.*

**14.2 Performance Standards.** Grantee shall perform in accordance with the Performance Standards set forth in the Request for Proposal and updates. See 2 CFR 200.301 and 200.210. Units of service must be provided in each month of the year or as agreed upon in the grant application. New clients should be provided service and reported on in each month of the year, or as agreed upon in the grant application.

**14.3 Documentation.** The Grantee must maintain service records for all Grantor funded services. Records shall clearly support and substantiate all units, clients and other information reported to Grantor.

## ARTICLE 15 AUDIT REQUIREMENTS

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

### **15.2 Audit Requirements.**

1. An entity that expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year must submit an audit (and accompanying package or reports) to Grantor within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
  - a. A Not-for-profit entity is required to have a single audit or program-specific audit conducted for that year as required in 2 CFR 200-501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200 .507 (Program-specific audit).
  - b. A For-Profit entity is required to have a Program-specific audit conducted for that year in accordance with 2 CFR 200.507.
2. An entity (either Not-for-profit or For-profit) that expends less than \$750,000 during its fiscal year shall submit financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.
  - a. An entity that receives between \$300,000 and \$499,999 in Federal and State awards combined must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS).
  - b. An entity that expends between \$500,000 and \$749,999 in Federal and State awards combined must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).

**15.3 Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally

Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

**15.4 Reconciliation Report.** All grantees must submit a "reconciliation report" which balances their audited figures to the Grantor "Close-out report". All funds received from Grantor must be segregated from other sources of funding and clearly labeled. This "reconciliation report" must be sent to Grantor within 30 days of the close of the grantee's audit.

## **ARTICLE 16 TERMINATION/SUSPENSION**

**16.1 Performance Deficiencies.** Grantor may take action as outlined in the Request for Proposal (RFP) or in Grantor Policy on Performance Deficiencies of Grantees. Grantor may take action as outlined in the Request for Proposal (RFP) or in Grantor Policy on Performance Deficiencies of Grantees. Grantor may initiate a revised grant award to reflect the level of funds needed to reach reduced unit and client projections.

**16.2 Amendment.** This Grant may be amended by the mutual consent of both parties at any time during its term. Amendments to this Grant shall be in writing, signed by both parties or their authorized representatives. The Grantee's non-compliance with the terms of this Grant or misrepresentation by the Grantee may result in immediate termination of the Grant or other sanctions as appropriate, including a refund of all or part of any funds award by the State of Illinois pursuant to this grant.

**16.3 Termination.** Following thirty (30) days written notice, Grantor may terminate this Grant Agreement in whole or in part without the payment of any penalty or incurring any further obligations to the Grantee. Following such termination, the Grantee shall be entitled to compensation upon submission of fiscal and program reports related to services provided under this Grant Agreement up to and including the date of termination.

Following thirty (30) days written notice, the Grantee may terminate this Grant Agreement in whole or in part. The Grantee must include the reasons for 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 200.399(a)(4). The Grantee agrees to exercise its termination rights under this paragraph in a timely manner if the Grantee will not be willing to continue performing services under the Grant Agreement and as outlined in the Grant Application upon written notification of any Grant Amendment, extension, or renewal; change in the administrative rules, policies or procedures for the program; or other material modification of circumstances affecting obligations and performance under this Grant Agreement. Following such termination, the Grantee shall be entitled to compensation upon submission of fiscal and program reports related to services provided under this Grant Agreement up to and including the date of termination.

Grantor may terminate this Grant immediately in the event the Grantee substantially or materially breaches the Grant or fails to satisfactorily perform its duties under this Grant. Termination may be cause for a refund to Grantor of the allocated funds. The Grantee shall be paid for work satisfactorily completed prior to the date of termination or for binding financial obligations incurred prior to said termination.

The Grant may be terminated for circumstances beyond the control of Grantee such as natural disasters and fire which prevent Grantee from complying with the terms of the Grant. Upon termination, the Grantee shall be paid for work satisfactorily completed or for binding financial obligations prior to the date of termination.

Upon notice by Grantor to the Grantee of the termination of this award or notice that Grantor will not be contracting with Grantee beyond the term of this award, the Grantee shall cooperate with Grantor in assuring the transition of services to another Grantee, release records related to recipient services, and provide all necessary financial accounting records for services rendered.

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

## ARTICLE 17 SUBCONTRACTS/SUB-GRANTS

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

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

## ARTICLE 18 NOTICE OF CHANGE

**18.1 Notice of Change.** Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal Employer Identification Number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, senior management or address. See 30 ILCS 708/60(a). If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change (s).

**18.2 Failure to Provide Notification.** Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

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

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

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

## **ARTICLE 19 REORGANIZATION AND BOARD MEMBERSHIP**

**19.1 Effect of Reorganization.** Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should grantee reorganize or otherwise substantially change the character of its corporate structure, business structure, or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this Article shall constitute a material breach of this Agreement.

## **ARTICLE 20 CONFLICT OF INTEREST**

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

**20.2 Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 20.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## **ARTICLE 21 EQUIPMENT OR PROPERTY**

**21.1 Transfer of Equipment.** Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should grantor require the transfer of such equipment. Upon such notification by

Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

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

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

**21.4 Inventory Sheet.** If applicable, the Grantee must provide Grantor on or before **December 10, 2018**, an inventory sheet of all Title III Older Americans Act funded equipment over \$5000.

## ARTICLE 22 INSURANCE

**22.1 Purchase and Maintenance of Insurance.** Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. The Grantee must maintain sufficient and appropriate insurance and bond coverage for all Older Americans Act funded services, and provide proof of coverage to Grantor prior to the project period.

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

## ARTICLE 23 LAWSUITS AND INDEMNIFICATION

**23.1 Independent Contractor.** Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with grantor or the State of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of

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

**23.2 Indemnification.** To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et. Seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said act.

## **ARTICLE 24 MISCELLANEOUS**

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

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

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

**24.4 No Waiver.** No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which grantee may rely for the purpose of denial of such a right or remedy to Grantor.

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

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

**24.7 Compliance with Freedom of Information Act.** Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act (4 ILCS 140/7(2)).

**24.8 Precedence.** In the event there is a conflict between this Agreement and any of the other exhibits or attachments, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

**24.9 Headings.** Article and other heading 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.

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

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

**24.12 Attorney Fees and Costs.** If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorney's fees, costs and expenses associated with such proceedings.

**24.13 For Title III-C Nutrition Grants:** Grantees may not transfer funds from the Food and/or Delivery budget categories into any other budget category (i.e. Personnel, Travel, Equipment/Supplies, Other). If Grantor chooses to increase or decrease unit levels, Grantor will increase/decrease allocations based on the Grantor per unit share of the food and delivery cost as originally budgeted.

**EXHIBIT A  
CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION**

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

<b>GRANTOR CONTACT</b>	
Name:	Paula Bartolozzi
Title:	Grants Administrator
Address:	1048 Lake Street, Suite 300
Phone:	708.383.0258 ext. 334
Fax:	708.524.0870
Email address:	Reports@ageoptions.org

<b>GRANTEE CONTACT</b>	
Name:	
Title:	
Address:	
Phone:	
Fax:	
Email address:	
Additional email if needed:	

## **EXHIBIT B PERFORMANCE MEASURES**

Grantee will provide services to the following older adult demographic groups, at minimum, in proportion to their representation in the overall age 60+ population in their service area.

For example, based on the most current census information available, if 25% of the total age 60+ population for the service area are individuals with greatest economic need, at least 25% of the Total Clients Served by grantee within a fiscal year must be older individuals with greatest economic need.

1. Older individuals (60+) with greatest economic need;
2. Older individuals (60+) with greatest social need;
3. Low-income minority older (60+) individuals; and
4. Older individuals (60+) with limited English proficiency.

**EXHIBIT C  
PERFORMANCE STANDARDS**

**Section 306(a)(4)(A)(iii) of the Older Americans Act**

By November 30, 2017, Grantee will submit to [reports@ageoptions.org](mailto:reports@ageoptions.org) a plan for how the grantee will:

1. Satisfy the service needs of the following older adults:
  - a. Low-income minority
  - b. Limited English Proficient
2. Attempt to provide services to low income minority and older adults and limited English Proficient older adults in at least the same proportion as the population of its service area.
3. Assist Grantor on special objectives related to targeting to low income minority and limited English Proficient older adults.

STATE OF ILLINOIS  
ILLINOIS DEPARTMENT ON AING  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.) The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract of grant and debarment of contracting or grant opportunities within the State for at least one (1) year but not more than five (5) years.

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

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

Publishing a statement

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

Establishing a drug free awareness program to inform employees about:

- 22.4.1 The dangers of drug abuse in the workplace;
- 22.4.2 The grantee's or contractor's policy of maintaining a drug free workplace;
- 22.4.3 Any available drug counseling, rehabilitation, and employee assistance programs; and
- 22.4.4 The penalties that may be imposed upon an employee for drug violations.
- 22.4.5 Providing a copy of the statement required by subparagraph
  - 22.4.5.1 To each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - 22.4.5.2 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - 22.4.5.3 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
  - 22.4.5.4 Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
  - 22.4.5.5 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS DULY AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OTHE LEGAL ENTITY DESIGNATED BELOW.**

\_\_\_\_\_  
Typed or Printed Name of Organization

\_\_\_\_\_  
Signature of Organization's Authorized Representative

\_\_\_\_\_  
Organization's Federal Taxpayer Identification Number

\_\_\_\_\_  
Typed or Printed Name and Title of Organizations Authorized Representative

\_\_\_\_\_  
Date of Signature