



**S*T*O*P Violence Against Women Act Multi-Disciplinary Team Response Programs
2015 Request for Applications
RFA # 001 ICJIA-Fund-year-15**

APPLICATION

Eligibility

Only not-for-profit organizations and units of government may apply. Proposals for multidisciplinary coordinated programs shall list all partner agencies, but funding is limited to prosecution, law enforcement, probation, and victim services agencies.

Deadline

Applications are due at 4:59 P.M. on August 31, 2015

Award Period

January 1, 2016 – December 31, 2016

With the option to renew for up to two additional years

Contact Information

For assistance with the requirements of this solicitation, contact:

Ronnie Reichgelt at 312-793-8550 or Ronnie.reichgelt@illinois.gov

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Application

PART I: DESCRIPTION OF PARTNERSHIP

Program Funded Staff

Report the total number of full-time equivalent (FTE) **staff funded by this program** during the proposed grant period. Report staff by the function(s) performed, not by title or location. Include employees who are part-time and/or only partially funded with these funds as well as consultants/contractors. Include employees who are funded with any required grant match. **All activities provided by any position indicated below must be fully explained in both the logic model, which is part of this document, as well as the Budget Narrative.**

FTE is calculated by the number of total hours funded in a week divided by the average work week for your organization. Please provide a description of your Multi-disciplinary Team (MDT), include a detailed.

Partnership Elements

STAFF	# of positions	Total FTE
Administrator (fiscal manager, executive director)		
Attorney (<u>does not include prosecutor</u>)		
Counselor		
Court personnel		
Information technology staff		
Investigator (prosecution-based)		
Law enforcement officer		
Legal advocate (<u>does not include attorney or paralegal</u>)		
Paralegal		
Probation officer/offender monitor		
Program coordinator (mandatory)		
Prosecutor		
Sexual assault nurse examiner/sexual assault forensic examiner (SAFE/SANE)		
Support staff (<u>administrative assistant, bookkeeper, accountant</u>)		
Trainer		
Translator/interpreter		
Victim advocate (<u>non-governmental</u> , includes domestic violence, sexual assault, and dual)		
Victim assistant (<u>governmental</u> , includes victim-witness specialist/coordinator)		

Other (specify):		
	TOTAL	

Partnership Elements

Please provide a description of your Multi-disciplinary Team (MDT), include a detailed description of all activities for each staff position listed above.

If these funds will be used for the expansion of an already implemented Multidisciplinary Team program please explain how the activities listed here will supplement (not supplant) the current program activities.

Supplanting

Federal funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Supplanting will be the subject of application review, as well as preaward review, postaward monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds.

See the OJP Financial Guide (Part II, Chapter 3). Additional information appears on the “OJP Recovery Act Additional Requirements” webpage at:

http://ojp.gov/financialguide/PDFs/OCFO_2014Financial_Guide.pdf

Please include a copy of all individual partner agency protocols pertinent to this crime type with your application.

MDT Community Collaboration

Identify all funded and unfunded agencies participating in the implementation of the project or whose cooperation or support is necessary to its success. Letters of participation/support representing unfunded partners are encouraged, but not required, with each application. Letters submitted should be specific to your application, describing deliberate interagency coordination, and the nature of the project commitment. In particular, letters of support should be included from agencies that will collaborate with the MDT by providing training to develop the course content and materials, especially where particular culturally specific or linguistically isolated populations are targeted.

Attach all letters of support to the grant application. Letters submitted separately from the application will not be accepted.

PART II. DESCRIPTION OF JURISDICTION

Provide a short description of the jurisdiction this project serves, including information on region, population served, and any special characteristic or issues. Please include demographic information pertaining to the population in your jurisdiction. [Populations in Illinois Counties](#)

PART III: STATEMENT OF PROBLEM

Indicate the problem as it exists in the geographic area listed above. Data information can be obtained through the [Illinois Criminal Justice Information Authority Statistical Analysis Center](#), or through the Illinois State Police "[Crime in Illinois](#)" The problem description should be stated in terms of the needs of your community and clients. Document the source and date of all cited data.

Underserved Populations

As part of this program your team will be expected to provide a meaningful response to the needs of underserved populations through linguistically isolated and culturally specific services and activities. The applicant must demonstrate that it has the expertise in providing culturally relevant and linguistically accessible community-based outreach and intervention service or have the capacity to link to existing services in the community tailored to the needs of the population. Applicant must have an advisory board or steering committee and staffing which is reflective of the demographics of the community. You are expected to provide services to a minimum of one linguistically isolated or culturally specific population as part of this VAWA funded program. Check all that apply.

- | | |
|--|---|
| <input type="checkbox"/> American Indian | <input type="checkbox"/> Lesbian, gay, bisexual, transgender |
| <input type="checkbox"/> Asian | <input type="checkbox"/> People with disabilities |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Limited English proficiency |
| <input type="checkbox"/> Hispanic or Latino | <input type="checkbox"/> Other Vulnerable Populations
(specify) <input type="text"/> |

Describe the proposed efforts your program will make in serving the needs of underserved populations identified above and the provision of linguistically and culturally specific services and activities.

As a recipient of Federal Violence Against Women Act funds it is mandatory that you develop and implement a yearly self-evaluation of your grant funded program. Federal grant funds cannot pay for

any part of the evaluation, but can be used for victim surveys and pre and post testing for training. Describe the evaluation your program will use and include all activities used.

PART IV: GOALS AND OBJECTIVES

GOAL: To develop and implement, or expand, a program that provides specialized criminal justice and victim service personnel in the areas of domestic violence, dating violence, sexual assault, and stalking through a Multidisciplinary Team (MDT) Response so that victim services can be provided in a coordinated fashion and hold offenders accountable.

The following are objectives linked to performance toward the goal. Complete the blank for each objective. You will be required to submit quarterly data reports using the Performance Measures to gather the quantifiable information on the activities of your MDT.

Multidisciplinary Teams (MDT)	
Representatives of several agencies meet to discuss common cases and share information to enhance investigation, prosecution, and victim restoration. Cases are followed through in this manner to closure.	
Objective	Performance Measure
Hold multidisciplinary case review team meetings per month. (minimum 1 per month)	Number of multidisciplinary meetings
Conduct a minimum of case reviews per month.	Number of case reviews by the MDT
Interview % of victims in all active cases to gain additional information.	Number of active cases Number of victims interviewed for case information
Other (specify)	
Other (specify)	

Interagency Case Coordination or Networking	
Maintain liaison with various community entities through: monthly or quarterly networking meetings; membership on task forces and advisory boards; face-to-face meeting with agency heads; coordination with other local agencies service victims; and emergency response team participation.	
Objective	Performance Measure
Attend a minimum of Family Violence Coordinating Council meetings per quarter	Number of Family Violence Coordinating Council meetings attended and number that

	were held
Initiate a minimum of networking contacts per month	Number of networking contacts initiated
Other (specify)	
Other (specify)	

Protocol Development & Implementation	
Develop protocols in collaboration with law enforcement, prosecution, domestic violence experts and community-based law enforcement organizations serving DV & SA victims as to how law enforcement, social service agencies and prosecutors cooperate in their response to incidents of domestic violence.	
Objective	Performance Measure
Will develop and/or revise protocols and implement to ensure consistency	Number of protocols developed and/or revised
Other (specify):	

Training	
Specialized and/or cross training of law enforcement officers, probation officers, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, stalking, and dating violence.	
Objective	Performance Measure
Provide trainings during grant period	Number of trainings held
Will provide of trainings to first responders	Number of first responders trained
Will provide of trainings to probation	Number of probation officers trained
Will provide of trainings to prosecutors	Number of prosecutors trained
Will work with community advocacy agencies to encourage cross training where culturally specific or linguistically isolated populations are targeted by training advocates	Number of advocates trained
Other (specify):	
Other (specify):	

General Victim Services	
Victim Service personnel proactively enforce and promote the rights of <i>victims</i> and survivors, work to increase the variety and volume of services available to victims and their families, and provide support and information at every stage of the criminal process.	
Objective	Performance Measure
Will serve % of victims requesting services per quarter	Number of victims served Number of victims partially served Number of victims not served
Will respond to 100% of requests for Civil Legal Advocacy services per quarter.	Number of Civil Legal Advocacy services requested and responded to
Will respond to 100% of requests for Counseling Services/Support Group services per quarter.	Number of Counseling services/Support Group services requested and responded to
Will respond to 100% of requests for criminal justice advocacy services per quarter.	Number of criminal justice advocacy services requested and responded to
Will respond to 100% of requests for crisis intervention services per quarter.	Number of crisis intervention services requested and responded to
Will respond to 100% of requests for victim/survivor advocacy services per quarter.	Number of victim/survivor advocacy services requested and responded to
Will assist in the filing of 100% of requests for Civil Orders of Protection (OP) per quarter.	Number of civil OPs requested and number assisted
Other (specify)	
Other (specify)	

Law Enforcement/Investigation	
Investigators work with law enforcement and prosecutors to ensure complete and thorough investigation needed to prosecute cases. Conduct interviews, takes statements, assist with crime scene photos and evidence collection.	
Objective	Performance Measure
Investigate % of incidents.	Number of incident reports Number of cases investigated
Collect forensic medical evidence in 100 % of cases (sexual assault cases only)	Number of cases and number of cases where forensic medical evidence collected.
Make an arrest in % of cases investigated.	Number of cases investigated and number of arrests

Make an arrest in _____ % of violations of an Order of Protection.	Number of violations of an Order of Protection and number of arrests
Issue 100% of Order of Protection requests.	Number of requests Number of protections orders issued
Refer for prosecution of 100% of cases where an arrest was made.	Number of cases where arrest was made and number of cases referred to prosecutor
Other (specify)	
Other (specify)	

Prosecution	
Prosecutors work closely with victim services personnel, investigators, and the victim to develop a criminal case and prosecute offenders of violent acts. Assistance is provided from initial assessment through final disposition. May prosecute criminal or civil litigation.	
Objective	Performance Measure
Review 100% of cases referred.	Number of case referrals received Number reviewed
Accept a minimum of _____ % of reviewed cases for prosecution.	Number reviewed Number of cases accepted for prosecution Number of cases declined
Obtain a conviction in a minimum of _____ % of cases that were accepted for prosecution.	Number of cases accepted for prosecution Number of cases resulting in a conviction Number of cases resulting in any disposition (closed)
Other (specify)	

Probation/Parole	
Probation/Parole officers investigate offender personal history, provide supervision, maintain and track contacts, and conduct surveillance of domestic violence offenders. Maintain and improve communication with the court regarding offender compliance or violations, as a result of enhanced monitoring and/or stronger policies on reporting violations.	
Objective	Performance Measure
Maintain a caseload of _____ domestic violence offenders.	Number of domestic violence offenders on caseload this month
Perform a minimum of _____ face to face meetings with offenders on caseload per month.	Number of face to face meetings with offenders
Perform a minimum of _____ telephone contacts	Number of telephone contacts

with offenders on caseload per month.	
Perform a minimum of _____ incidents of unscheduled surveillance of offenders on caseload per month.	Number of unscheduled surveillance incidents of offenders
Discuss 100% of violation reports during MDT case review.	Number of violations Number of violation cases discussed during case review Number of violations filed
Other (specify)	

Project Evaluation

An evaluation will be required to include a before and after comparison of baseline data provided in the Statement of the Problem. Additionally, the evaluation must include an assessment of the objectives and the extent of which they were achieved. This should allow statistical comparison of the problem prior to the implementation of the project and after project commencement. A detailed evaluation is required for continuation projects.

PART V: PROGRAM STRATEGY

Describe how your program will address the issues stated in the *Problem Statement*. Explain how the specific activities each staff member, federal and match funded, will attribute to the success of the program and explain how those activities benefit the victims served and hold offenders accountable. Please describe the program’s service methodology (ex: best practices, training manuals, evidence-based practices).

Program Sustainability

Describe the sustainability plan for this program when Federal funds were no longer available.

PART VI: Logic Model

Detail all planned activities/services, major interventions or program elements designed to accomplish the goals of this program below. This chart should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. All positions included in Section 1 of this proposal under Program Funded Staff must be included in the Logic Model.

Purpose: to serve victims of domestic violence or sexual assault				
Inputs:	Outputs:		Outcomes:	
Resources	Activities	Clients (Victims)/ Partners in Change/Products	Short-Term	Medium-Term
<i>“What we invest” (Program Partners/Staff)</i>	<i>“What we do”</i>	<i>“Who we work with” “Who we serve” “What we produce”</i>	<i>Immediate changes we expect to see in: 1. Clients/victims 2. CJS System</i>	<i>Changes we expect to see in 1-2 years in: 1. Clients/Victims 2. CJS System</i>

Assumptions	External Factors
<i>“What we believe about why/how our program works”</i>	<i>“Things beyond our control that affect our activities, partners, and clients”</i>

ATTACHMENT 1 - APPLICANT QUESTIONS

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFA section number that the question is for in the "RFA Section" field (column 2). If the question is a general question not related to a specific RFA section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFA Section" (column 2), and the attachment page number in the "RFA page" field (column 3).
3. Do not enter text in column 5 (Response). This is for the ICJIA's use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFA. The e-mail subject line is to state the RFA number followed by "Questions."

RFA0Enter Number Enter Title

Question	RFA Section	RFA Page	Question	Response
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ATTACHMENT 2 - Definitions

Federal program means: (a) All Federal awards which are assigned a single number in the CFDA. (b) When no CFDA number is assigned, all Federal awards to non-Federal entities from the same agency made for the same purpose must be combined and considered one program. (c) Notwithstanding paragraphs (a) and (b) of this definition, a cluster of programs. The types of clusters of programs are: (1) Research and development (R&D); (2) Student financial aid (SFA); and (3) "Other clusters," as described in the definition of Cluster of Programs.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304: (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; (b) Is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award. (c) Does not include an agreement that provides only: (1) Direct United States Government cash assistance to an individual; (2) A subsidy; (3) A loan; (4) A loan guarantee; or (5) Insurance.

Indirect (F&A) costs means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

Internal controls means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) Effectiveness and efficiency of operations; (b) Reliability of reporting for internal and external use; and (c) Compliance with applicable laws and regulations.

Internal control over compliance requirements for Federal awards means a process implemented by a non-Federal entity designed to provide reasonable assurance regarding the achievement of the following objectives for Federal awards: (a) Transactions are properly recorded and accounted for, in order to: (1) Permit the preparation of reliable financial statements and Federal reports; (2) Maintain accountability over assets; and (3) Demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award; (b) Transactions are executed in compliance with: (1) Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal program; and (2) Any other Federal statutes and regulations that are identified in the Compliance Supplement; and (c) Funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

Local government means any unit of government within a state, including a: (a) County; (b) Borough; (c) Municipality; (d) City; (e) Town; (f) Township; (g) Parish; (h) Local public authority, including any public housing agency under the United States Housing Act of 1937; (i) Special district; (j) School district; (k) Intrastate district; (l) Council of governments, whether or not incorporated as a nonprofit corporation under state law; and (m) Any other agency or instrumentality of a multi-, regional, or intra-state or local government.

Memorandum of Understanding: describes a bilateral or multilateral agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action. It is often used in cases where parties either do not imply a legal commitment or in situations where the parties cannot create a legally enforceable agreement.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that: (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;(b) Is not organized primarily for profit; and (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Recipients means a non-Federal entity that receives a Federal /State award directly from a Federal/State awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Subrecipients means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal/State awards directly from a Federal awarding agency

ATTACHMENT 3 – DRAFT GRANT AGREEMENT

INTERAGENCY AGREEMENT

Violence Against Women Act of 1994 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the XX, hereinafter referred to as the "Implementing Agency," with its principal offices at the XX, for implementation of the XX Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Violence Against Women Act of 1994 and enters into interagency agreements with state agencies, units of local government and nonprofit, nongovernmental victim service programs for the use of these federal funds; and

WHEREAS, pursuant to the Violence Against Women Act of 1994, the 2005 reauthorization, and the 2013 reauthorization, the Authority has been designated as the State agency responsible for

administering this program; and

WHEREAS, pursuant to the Violence Against Women Act of 1994, the 2005 reauthorization, and the 2013 reauthorization, the Authority named the following program areas as priorities of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2014:

- Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, and dating violence.
- Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services devoted to preventing, identifying, and responding to violent crimes against women, including sexual assault and domestic violence.
- Developing, installing, or expanding data collection and communication systems, including computerized systems linking police, prosecution, and the courts or for the purpose of identifying and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of sexual assault and domestic violence, including the reporting of such information to the National Instant Criminal Background Check system.
- Developing, enlarging, or strengthening victim services programs, including sexual assault, domestic violence, and dating violence programs; developing or improving the delivery of victims services to underserved populations; providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including sexual assault and domestic violence.
- Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, and analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.

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

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

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies issues related to combatting violent crimes against women and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from XX through XX.

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

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

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

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

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

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

SECTION 4. PAYMENT

The maximum amount of federal funds payable under this agreement is \$XX, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

The Implementing Agency must provide for the deposit of program funds into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

SECTION 5. MATCH

Federal funds from the Violence Against Woman Act of 1994 may be used to pay up to 75 percent of the program costs of the program described in Exhibit A. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs of the program described in Exhibit A.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

SECTION 6. NON-SUPPLANTATION

The Implementing Agency certifies that VAWA funds (Federal and match) will not be used to supplant (replace) State or local funds. VAWA funds must increase the amount that would otherwise be available to the Implementing Agency for the types of activities eligible for funding under the Violence Against Women Act of 1994.

SECTION 7. FUNDING ELIGIBILITY REQUIREMENTS

The Implementing Agency certifies that it shall develop plans for implementation of the program described in Exhibit A, and shall consult and coordinate with nonprofit, nongovernmental victim services programs, including sexual assault and domestic violence victim services programs.

The Implementing Agency acknowledges that to be eligible to receive Violence Against Women Act funding for victim services programs, it shall adhere to the following criteria:

- Victim services programs must, as one of their primary purposes, provide services to victims of domestic violence, sexual assault, dating violence, or stalking.
- Victim services programs must reflect (e.g., through mission statements, training for all staff) an understanding that the violence perpetrated against victims is grounded in an abuse of power by offenders, reinforced through intimidation and coercion.
- Victim services programs must address a demonstrated need in their communities by providing services that promote the integrity and self-sufficiency of victims, improve their access to resources, and create options for victims seeking safety from perpetrator violence.
- Victim services programs must not engage in activities that compromise victim safety.
- Victim services programs must consult and coordinate with nonprofit, nongovernmental victim services programs, including sexual assault and domestic violence victim services programs.

SECTION 8. PROGRAM DESCRIPTION, BUDGET, EXHIBITS AND AMENDMENTS

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

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

SECTION 9. OBLIGATIONAL LIMITATION – AVAILABILITY OF APPROPRIATION

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

SECTION 10. PROGRAM INCOME

All income generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Violence Against Women Act of 1994. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 11. REPORTING AND EVALUATION REQUIREMENTS

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A and program effectiveness measures;
- fiscal reports detailing financial expenditures for the previous quarter; and
- any other reports specified by the Authority.

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

The Implementing Agency agrees to cooperate with Authority or federally funded assessments, evaluations, or information or data collection requests. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 12. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records that document activity reported to the Authority pursuant to this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

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

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

SECTION 13. CLOSEOUT REQUIREMENTS

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

SECTION 14. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be

submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period. Further, Implementing Agency understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of Office of Justice Programs (OJP) grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.

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

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

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

SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All procurements over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance. In addition, the Implementing Agency shall notify and submit for approval to the Authority any other relevant procurement documents including but not limited to Request For Information (RFI).

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure

adherence to applicable federal guidelines.

SECTION 16. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

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SECTION 17. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts funded under this agreement, or any funds due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 18. INDEPENDENT CONTRACTOR

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

SECTION 19. EQUIPMENT AND COMMODITY REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of

the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

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

To the greatest extent practicable, all equipment and commodities purchased with federal and matching funds should be American-made.

SECTION 20. CONFLICTS OF INTEREST

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency 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.

SECTION 21. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3711 et seq.), as amended, Violence Against Women Act of 1994 (P.L. 103-322), the Violence Against Women Act of 2000 (P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women and Department of Justice Reauthorization Act of 2013 (P.L. 113-4), the Office on Violence Against Women implementing regulation (28 CFR part 90), the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2005 Application and Program Guidelines.
- Office on Violence Against Women (OVW) Financial Grants Management Guide (current edition), Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), Authority Federal

Grant Financial Guidelines, and the rules of the Authority (20 Ill. Adm. Code 1520).

- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Archeological and Historical Preservation Act of 1966, 16 U.S.C. 569a-1 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.

- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes new activities related to the use of federal grant or matching funds in connection with the program that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office on Violence Against Women (OVW), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in this agreement.

The Implementing Agency acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

None of the following activities shall be conducted with federal or match funds:

- New construction.
- Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation which will (a) change the basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching

funds through the Authority, upon request by the Authority as directed by OVW, the Implementing Agency shall cooperate with OVW in any preparation by OVW of a national or program environmental assessment of that funded program or activity.

SECTION 23. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and the Office on Violence Against Women (OVW) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OVW in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVW in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the Implementing Agency has 50 or more employees, is receiving a grant more than \$25,000 or more under the Omnibus Crime Control and Safe Streets Act, and has a service population with a minority representation of 3 percent or more, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity plan that is approved by the Office for Civil Rights relating to employment practices affecting minority persons and women. The plan shall be approved by the Office for Civil Rights.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification shall indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency acknowledges that failure to submit an acceptable EEO Plan pursuant to 28 C.F.R. Section 420.302, if required by this section, is a violation of this agreement and may result in suspension or termination of funding, until such time the Implementing Agency is in compliance.

SECTION 25. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of actual or perceived race, color, age, religion, national origin, sex, gender identity, sexual orientation, or disability. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

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

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

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d(c);
- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794;
- The Americans with Disabilities Act, 42 U.S.C. 12132 et seq.;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681;
- The Age Discrimination Act of 1975, 42 U.S.C. 6102;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, G; and I

- The Department of Justice regulations on disability discrimination, 28 CFR Part 35;
- The Department of Justice regulations on sex discrimination in education programs, 28 C.F.R. 54;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.
- The Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

SECTION 26. CONFIDENTIALITY OF INFORMATION

The Implementing Agency 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 the Violence Against Women Act of 1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

The Office on Violence Against Women may issue additional confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of Violence Against Women Act (VAWA) funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

The Implementing Agency agrees to comply with the provisions of 42 U.S.C. 13925(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.

SECTION 27. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any 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, as amended.

SECTION 28. LOBBYING CERTIFICATION

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. No funds under this grant may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

Funds may be to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault and stalking as defined in 42 USC § 13925(a).

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

SECTION 30. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

SECTION 31. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 32. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 33. DISPOSITION REPORTING CERTIFICATION

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 34. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System

Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

SECTION 35. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office on Violence Against Women , pursuant to 28 CFR § 66.34, reserve 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.

The Implementing Agency, subgrantee, or contractor must seek permission from the Authority and comply with all conditions specified by the Authority prior to the using award funds to purchase ownership or a license to use any copyrighted work or incorporating any copyrighted work into new work developed under this award. It is the responsibility of the Implementing Agency to ensure that conditions listed in this section are included any subcontract entered into under this award.

The Implementing Agency must notify the Authority before: 1) using award funds are 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 agreement. If this agreement will result in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 36. STATEMENTS, PRESS RELEASES, ETC.

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

SECTION 37. PUBLICATIONS

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

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

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

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication, that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with VAWA funds, no later than 20 days prior to release of the final publication.

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

Any such publication (written, visual, or sound) shall contain the following statement:

"This project was supported by subgrant [ENTER GRANT #], awarded by the Illinois Criminal Justice Information Authority for the STOP Formula Grant Program. 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 Department of Justice, Office on Violence Against Women, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

SECTION 38. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: XX

Taxpayer Identification Number: XX

Social Security Number

or

Employer Identification Number

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

_____ Individual

_____ Nonresident Alien

_____ Sole Proprietorship

_____ Tax Exempt

Partnership/Legal Corporation (Corp.) Pharmacy/Funeral Home/Cemetery
 Corporation providing or billing medical and/or healthcare services Corporation NOT providing or billing medical and or healthcare services
 Government Pharmacy (non-corporate)
 Estate or Trust Non-profit Corporation/ Tax Exempt
 Non-profit Corporation/ Non-Tax Exempt Other (Specify) _____

(Implementing Agency marking non-profit corporation/ tax exempt shall supply the Authority with a copy of their affirmation letter showing their 501(c)(3) status.)

SECTION 39. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants
- Grant Award Name and Number: Violence Against Woman Formula Grant Program (2014-WF-AX-0002)
- Grant Award Year: Federal Fiscal Year 2014

SECTION 40. TRANSPARENCY ACT COMPLIANCE

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

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

Implementing Agency's DUNS Number: _____

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

The Implementing Agency's SAM registration is valid until: _____

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

Implementing Agency's CAGE Code: _____

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

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

SECTION 41. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

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

SECTION 42. INTEGRATION

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

SECTION 43. SEVERABILITY

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

SECTION 44. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing

Agency

- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

SECTION 45. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

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

SECTION 46. REPORTING GRANT IRREGULARITIES

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

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

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

director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform 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.

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

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

Phone: 312- 793-8550

SECTION 47. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee 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.

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

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

Phone: 312- 793-8550

Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General
U.S. Department of Justice
Investigation Division
950 Pennsylvania Ave, N.W. Room 4706
Washington. D.C. 20530

E-mail: oig.hotline@usdoj.gov Phone: 1-800-869-4499 Fax: (202) 616-9881

Website: <http://www.usdoj.gov/oig/>

SECTION 48. USE OF FUNDS

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

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

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

SECTION 49. PROHIBITED USE OF FUNDS

The Implementing Agency agrees that no funds will be used to support any of the following:

- The purchase of law enforcement equipment, such as uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program;
- The development or presentation of a domestic violence, sexual assault, dating violence, and/or stalking curriculum for primary or secondary schools;
- The teaching of primary or secondary school students from already existing curriculum;
- The development of policies and procedures that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived age, sex, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or age and sex of their children;
- The conducting of public awareness or community education campaigns or related activities. However, grant funds may be used to support, inform and outreach to victims about available services; and
- The promotion of activities that may compromise victim safety such as: placement of offenders in pre-trial diversion programs not approved by OVW; mediation, couples, family or any joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers; or placement of perpetrators in anger management programs.

SECTION 50. TEXT-MESSAGING WHILE DRIVING

The Authority encourages the Implementing Agency to adopt and enforce policies banning employees of the Implementing Agency or Program Agency and contractors or subcontractors 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.

SECTION 51. ASSOCIATION OF COMMUNITY ORGANIZATIONS OF REFORM NOW

The Implementing Agency understands and agrees that no funds will be contracted or subawarded to the Association of Community Organization of Reform Now (ACORN) or its subsidiaries without prior approval of the Authority.

SECTION 52. HIGH-RISK GRANTEES

Implementing agency agrees to comply with any additional requirements that may be imposed during the grant performance period if the Authority determines that recipient is a high-risk grantee pursuant to 28 C.F.R. parts 66, 70.

SECTION 53. CONFERENCES AND TRAINING MATERIALS

The Implementing Agency agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OVW Training Guiding Principles for Grantees and Subgrantees available at www.usdoj.gov/grantees.html.

The Implementing Agency agrees to comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval and reporting requirements) governing the use of federal funds for expense related to conferences, including the provision of food and beverages at such events, and the cost of attendance. Conferences are defined as meetings, retreats, seminars, symposiums, training and other events. Information on pertinent laws, regulations, policies and guidance is available at [available at www.usdoj.gov/grantees.html](http://www.usdoj.gov/grantees.html).

SECTION 54. DUPLICATION OF FUNDING

The Implementing Agency agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this VAWA award, and those award funds 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 being provided under this VAWA award, the Implementing Agency will promptly notify, in writing, the Authority.

The Implementing Agency agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be deobligated from this award and returned to the Authority.

SECTION 55. FUNDING FOR COMPUTER NETWORKS

The Implementing Agency shall only use grant funds for the establishment and/or maintenance of computer networks when said computer network blocks the viewing, downloading, and exchanging of pornography. However, this condition shall not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SECTION 56. RELIGIOUS AND MORAL BELIEFS OF STUDENTS

The Implementing Agency understands and agrees that grant funds may not be used to discriminate or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

SECTION 57. TIME KEEPING

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

1. Personnel who spend 100% of their time on the program – within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority documentation explaining the Implementing Agency’s time keeping procedures. The time keeping procedures must be approved by the Authority.
2. Personnel who spend less than 100% of their time on the program – the Implementing Agency will maintain timesheets for these employees. The timesheets must:
 - Reflect an after-the-fact distribution of the actual activity of each employee (not budgeted time);
 - Account for the total activity for which each employee is compensated;
 - Be prepared monthly and coincide with one or more pay periods; and
 - Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.

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

SECTION 58. MISUSE OF FUNDS

The Implementing Agency understands and agrees that misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

SECTION 59. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS

This interagency agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq). The Implementing Agency certifies that it, and its sub-grantees and sub-contractors, are not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The Implementing Agency also certifies that a grant recovery action by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state has not been initiated against it, or any of its sub-grantees and/or sub-contractors, within the past five (5) years.

The Implementing Agency shall notify the Authority if it or any of its sub-grantees and/or sub-

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

SECTION 60. CRIMINAL CONVICTIONS

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

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

SECTION 61. AUDIT, FINANCIAL, OR PROGRAMMATIC MONITORING FINDINGS

The Implementing Agency understands and agrees that grant funds may be frozen if the recipient does not respond in a timely fashion to requests to address Office of the Inspector General audit findings and financial or programmatic monitoring findings.

SECTION 61x.x SPECIAL CONDITIONS

XX (ADD ANY SPECIAL CONDITIONS FOR AGREEMENT. IF NO SPECIAL CONDITIONS THEN REMOVE SECTION).

SECTION 62. ACCEPTANCE & CERTIFICATION

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

John Maki
Executive Director
Illinois Criminal Justice Information Authority
Date

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

xx
xx
xx
Date

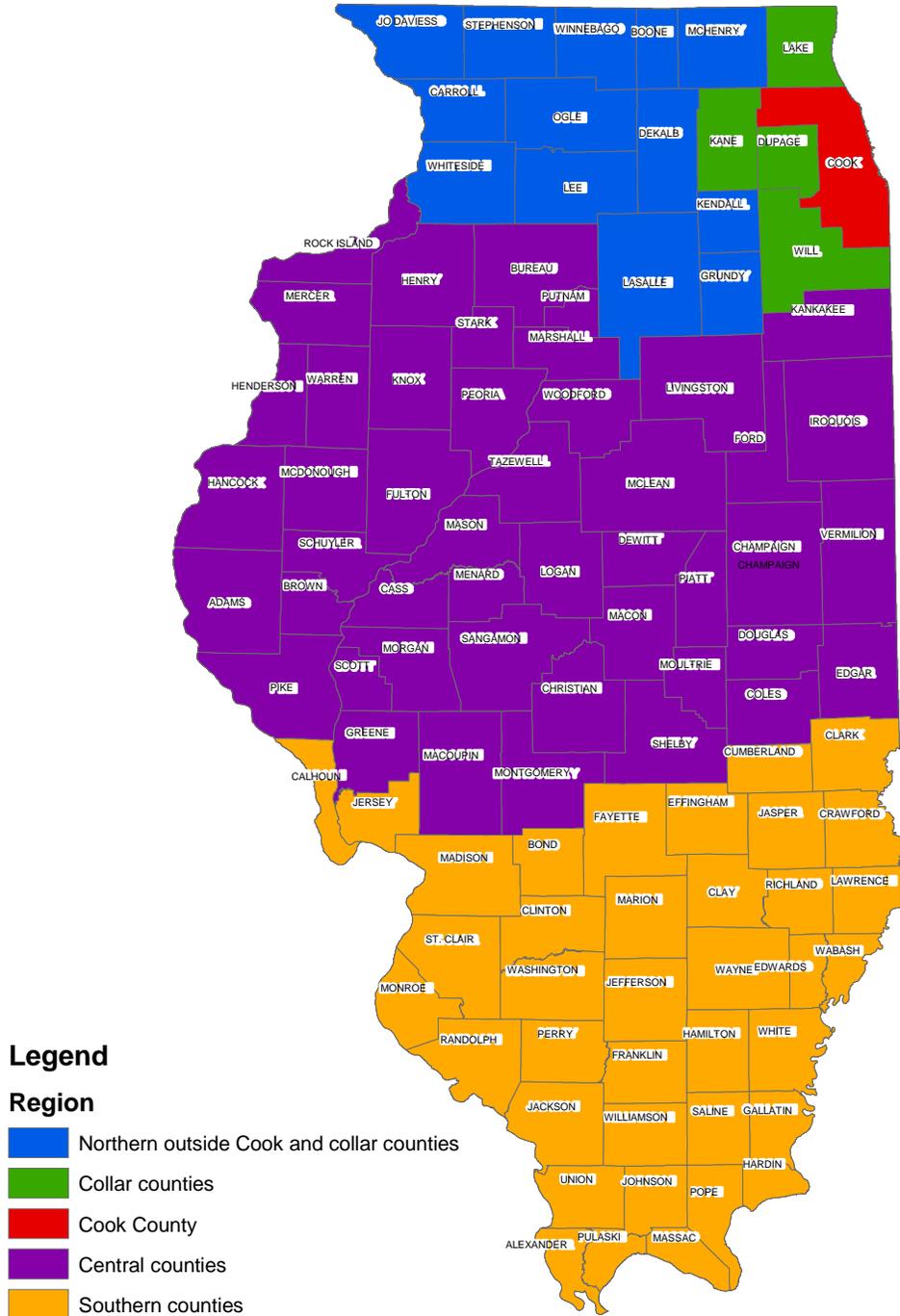
I, __ [type name here] __ [type title here], under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement (type Grant # here) is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described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

xx
xx
xx
Date

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

xx
xx
xx
Date

ATTACHMENT 4 – ILLINOIS REGIONS



Regions represent the divisions of the U.S. District Courts of Illinois
 Cook and Collar counties are subsets of the Northern U.S. Courts of Illinois regions.

Regional Classifications of Counties

Northern outside Cook and collar counties	Central counties		Southern counties
Boone	Adams	Schuyler	Alexander
Carroll	Brown	Scott	Bond
DeKalb	Bureau	Shelby	Calhoun
Grundy	Cass	Stark	Clark
Jo Daviess	Champaign	Tazewell	Clay
Kendall	Christian	Vermilion	Clinton
LaSalle	Coles	Warren	Crawford
Lee	DeWitt	Woodford	Cumberland
Ogle	Douglas		Edwards
Stephenson	Edgar		Effingham
Whiteside	Ford		Fayette
Winnebago	Fulton		Franklin
McHenry	Greene		Gallatin
	Hancock		Hamilton
	Henderson		Hardin
Cook County	Henry		Jackson
	Iroquois		Jasper
Collar counties	Kankakee		Jefferson
DuPage	Knox		Jersey
Kane	Livingston		Johnson
Lake	Logan		Lawrence
Will	McDonough		Madison
	McLean		Marion
	Macon		Massac
	Macoupin		Monroe
	Marshall		Perry
	Mason		Pope
	Menard		Pulaski
	Mercer		Randolph
	Montgomery		Richland
	Morgan		St. Clair
	Moultrie		Saline
	Peoria		Union
	Piatt		Wabash
	Pike		Washington
	Putnam		Wayne
	Rock Island		White
	Sangamon		Williamson