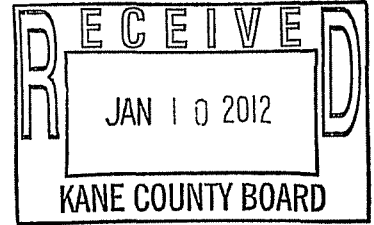


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: **Grant Contract: Child Advocacy Services # 211056**
Grant Period: October 1, 2011 thru September 30, 2012

Submitted by: Eloise Fara, SAO Ext 82124 (Please call when complete, I will pick it up.)

Date Submitted: ~~01/09/12~~ 1/10/12

Examined by: Joe McMahon, State's Attorney

(Print name)


(Signature)

1/9/12
(Date)

Post on Web: Yes No Atty. Initials _____

Comments:

Chairman signed: Yes No 1-10-12
(Date)

Document returned to: _____ Rev. 3/11

COVER PAGE

PROGRAM TITLE:	Child Advocacy Center Services
AGREEMENT NUMBER:	211056
PREVIOUS AGREEMENT NUMBER(S):	210056, 209056, 208056, 207056, 206056, 205056, 203056, 202056, 200056, 2956, 2856, 2756
ESTIMATED START DATE:	10/01/2011
SOURCES OF PROGRAM FUNDING:	
<i>FUND: VOCA FFY 11 Funds:</i>	\$ 22,254
<i>Matching Funds:</i>	\$ 5,564
<i>Over-Matching Funds:</i>	\$ 776
Total:	\$ 28,594
IMPLEMENTING AGENCY'S NAME:	Kane, County of
ADDRESS (This address must be the physical address that is registered with CCR and include nine digit zip code):	719 S. Batavia Ave Geneva, IL. 60134-3077
IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:	Karen McConnaughay
TITLE:	County Board Chairman
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	36-6006585
IMPLEMENTING AGENCY'S DUNS NUMBER:	010221786
IMPLEMENTING AGENCY'S CCR REGISTRATION EXPIRATION DATE:	3/06/12
IMPLEMENTING AGENCY'S CAGE CODE:	48YE2
PROGRAM FINANCIAL OFFICER:	David J. Rickert
TITLE:	Treasurer
TELEPHONE:	630-232-3565
PROGRAM AGENCY'S NAME:	Kane County State's Attorney's Office
PROGRAM AGENCY'S ADDRESS (This address must be the physical address that is registered with CCR and include the nine digit zip code):	37W 777 Route 38, Suite 300 St. Charles, IL 60175 7529
PROGRAM AGENCY'S AUTHORIZED OFFICIAL:	Joseph H. McMahon
TITLE:	State's Attorney
PROGRAM AGENCY'S DUNS	963572417
PROGRAM AGENCY'S CCR EXPIRATION DATE	4/26/12
PROGRAM AGENCY'S CAGE CODE	4MJF1
FISCAL CONTACT PERSON:	Eloise Fara
AGENCY:	Kane County State's Attorney's Office

TITLE:	Finance Officer
TELEPHONE:	630-208-2124
FAX:	630-232-3508
E-MAIL:	faraeloise@co.kane.il.us
PROGRAM CONTACT PERSON:	Lori J. Chassee
TITLE:	Executive Director, Kane County Child Advocacy Center
TELEPHONE:	630-208-5160
FAX:	630-208-5159
E-MAIL:	chasseelori@co.kane.il.us
PROGRAM AGENCY'S CONGRESSIONAL DISTRICT (This must be based on the nine digit zip code registered with CCR. The district can be located by using this link http://www.elections.il.gov/DistrictLocator/DistrictOfficialSearchByZip.aspx):	14th Congressional District
PRIMARY AREA OF PERFORMANCE (This should be completed if grant activities are taking place in a location other than the Program Agency's office registered with CCR. This needs to be an address with a nine digit zip. If locations are the same please mark "N/A"):	Kane County Child Advocacy Center 427 W Campbell St. Geneva, IL 60134-2632
PRIMARY AREA OF PERFORMANCE'S CONGRESSIONAL DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link http://www.elections.il.gov/DistrictLocator/DistrictOfficialSearchByZip.aspx. If the place of performance is the same as the Program Agency's address listed in CCR please mark "N/A"):	14th Congressional District
Question 1) Are more than 80% of the Program Agency's revenue from the federal government:	No
Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:	No
Question 3) Are the Program Agency's top five compensated officers compensation <u>not</u> available through the Securities and Exchange Commission or the Internal Revenue Service?:	No
If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.	
NAME	COMPENSATION

INTERAGENCY AGREEMENT

Victims of Crime Act Victim Assistance Grant Program

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 Kane County on behalf of the Kane County State's Attorney, hereinafter referred to as the "Implementing Agency," with its principal offices at 719 South Batavia Ave., Building A, Geneva, Illinois 60134-3077, for implementation of the Child Advocacy Center Services.

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 Victims of Crime Act and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

WHEREAS, pursuant to the Victims of Crime Act, the Authority has been designated as the State agency responsible for administering this program; and

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

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

SECTION 1. DEFINITIONS

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism 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 October 1, 2011 through September 30, 2012.

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 original 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 under this agreement is \$ 22,254 and is dependent on the expenditure of matching funds as described in this agreement and Exhibit B, and 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 must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching 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

The Implementing Agency certifies that it (a) meets the requirements of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 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 VOCA funds will not be used to supplant (replace) State or local funds. VOCA funds must increase the amount that would otherwise be available to the Implementing Agency for the types of activities eligible for funding under the Victims of Crime Act.

SECTION 7. FUNDING ELIGIBILITY REQUIREMENTS

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit B.

In administering the program described in Exhibit A the Implementing Agency agrees that it:

- (a) Is a nonprofit organization or public agency that provides services to victims of crime;
- (b) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if it has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;
- (c) Utilizes volunteers;
- (d) Promotes coordinated public and private efforts within the community served to aid crime victims;
- (e) Assists victims in seeking available crime victim compensation benefits;
- (f) Maintains statutorily required civil rights statistics on victims served by , national origin, sex, age, and disability, where such statistics are voluntarily provided by those receiving assistance, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim;
- (g) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
- (h) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
- (i) Maintains confidentiality of client-counselor information, as required by State and federal law.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

The Implementing Agency certifies that it, and its subcontractors, shall comply with sections 1404(a)(2) and 1404(b)(1-

2) of the Victims of Crime Act of 1984, 42 U.S.C. §10603(a)(2) and 42 U.S.C. § 10603(b)(1-2).

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

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 10. FINANCIAL CAPABILITY

The Authority may, in its discretion, require the Implementing Agency to provide documentation on its financial capability. This may include, but is not limited to, copies of the Implementing Agency's annual report, credit reports, delinquency status of Federal debt, and assurances on the adequacy of the Implementing Agency's accounting system and operations. The Implementing Agency must comply with federal and state financial management standards.

SECTION 11. REPORTING AND EVALUATION REQUIREMENTS

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) Victim Statistics: Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, national origin and disability, where such information is voluntarily furnished by those receiving services; and
- b) Staff Information: Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;

- d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- e) Staff information, including the number of hours of training received by volunteers and paid staff;
- f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and
- g) Number of referrals to/from other agencies.

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency is also required to submit quarterly fiscal reports and to file year-end program financial status reports. The Executive Director of the Authority will determine the content and form of these reports. 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 which 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 or its representatives, the Office of Chief Financial Officer or its representatives, 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. CLOSE-OUT REQUIREMENTS

Within 45 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 Generally Accepted Government Auditing Standards (GAGAS), 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, Chapter 19.

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. In addition, the Office of Victim of Crime and the Office of the Chief Financial Officer or their representatives shall have access to and right 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.

SECTION 17. ASSIGNMENT

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

SECTION 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. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

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

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

If, for an item of equipment described in Exhibit B to be 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.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

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 applicable terms, conditions and provisions of the code 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:

- The Victims of Crime Act; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); and the Office of Justice Programs' Financial Guide (current edition).
- Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Executive Order 12372; 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 et seq.).

- 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 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, Governmentwide 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.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 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; and EPA regulations (40 CFR Part 15).
- 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.
- 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 for Victims of Crime (OVC), 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.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its 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 OVC, the Implementing Agency shall cooperate with OVC in any preparation by OVC 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 of Victims of Crime (OVC) 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 OVC 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 OVC 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 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 program relating to employment practices affecting minority persons and women.

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 shall acknowledge that failure to submit, if required, an acceptable and approved Equal Employment Plan may result in the suspension of the Interagency Agreement until such time the Implementing Agency is in compliance.

The Implementing Agency acknowledges that failure to submit an acceptable EEO Plan, 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 race, color, age, religion, national origin, disability, or sex. 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, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- 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.

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.

The Implementing Agency shall complete and submit the Civil Rights Certification. If the Implementing Agency has had findings of discrimination within the past 3 years, a copy of any findings of discrimination must be sent to the Authority along with the Certification.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

In accordance with federal civil rights laws, an Implementing Agency shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

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 all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

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.

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 for Victims of Crime 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.

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

SECTION 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 federal or matching 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 no later than 20 days prior to release of the final publication.

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2011-VA-GX-0046, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any planned, 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 listed below are correct:

Name: Kane County

Taxpayer Identification Number:

Social Security Number

or

Employer Identification Number 36-6006585

(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

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation providing or billing medical

Corporation NOT providing or billing

and/or healthcare services

medical and or healthcare services

X 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 determination 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 of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2011-VA-GX-0046)
- Grant Award Year: Federal Fiscal Year 2011

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: 010221786

Program Agency's DUNS Number: 963572417

b) To maintain a current registration in the Central Contractor Registration (CCR) database. The Implementing Agency must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.ccr.gov or by calling 1-888-227-2423.

The Implementing Agency's CCR registration is valid until: 3/06/2012

The Program Agency's CCR registration is valid until: 4/26/2012

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: 48YE2

Program Agency's CAGE Code: 4MJF1

d) The Implementing Agency and Program Agency further agree that the shall not enter into any agreement

with subgrantees or contractors, without proof that the subgrantee or contractor are in compliance 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.

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 of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 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 45 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. COURT APPOINTED SPECIAL ADVOCATES

The Implementing Agency shall, on agreements that fund Court Appointed Special Advocates (CASA), ensure and provide documentation (i.e. time and attendance records) that any and all funds are utilized "solely" to benefit victims of crime. Therefore, VOCA funds shall be used to pay for only, that portion of the coordinator's time, which is devoted to supervision, training, etc. of those volunteers who provide direct services to child victims of physical and sexual abuse, criminal neglect and or abandonment.

SECTION 47. 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 48. 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

More information is available from the DOJ OIG website at www.usdoj.gov/oig.

SECTION 49. 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 50. 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 51. 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 52. Victim Compensation Awareness

The Implementing Agency shall certify that victims are notified of the VOCA Victims Compensation program administered through the Office of the Illinois Attorney General. Notification is defined as simply advertising the Victim Compensation program through posters or brochures publicly displayed in the agency's office or by verbally making the victim aware of the program. This notification requirement does not apply to crisis services.

The Implementing Agency shall detail their method of notification in the Program Narrative/ Exhibit A.

SECTION 52.5 SPECIAL CONDITIONS FOR COUNSELOR TO CHILDREN VICTIMS OF SEXUAL ABUSE

- A. Unless otherwise approved by the Authority, the following minimum qualifications are required of any VOCA or match supported staff person hired to provide counseling services to children and non-offending parents:
- MSW or related degree, or BSW or related degree and 3 years experience counseling with sexually abused children.
 - 60 hours specialized training in child sexual abuse and related issues completed within 3 months of the start of the contract.
 - Ability to communicate orally and in writing.

VOCA or match supported personnel hired to provide such counseling must agree to a check of previous employment, personal and professional references; and, if required by law, a criminal background check, in accordance with applicable laws and regulations. The Implementing Agency must perform these checks as a condition of this interagency agreement.

- B. No funds may be used to cover contractual counseling costs described in Exhibits A and B until the Implementing Agency complies with the following:

If the contractor payment rate exceeds \$450 for an 8 hour day (exceeds \$56.25 per hour), the Implementing Agency must submit written justification for that payment rate for PRIOR Authority review and approval.

If the contractor payment rate is \$450 for an 8 hour day or less, the written justification must be maintained on-site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, the Implementing Agency may be required to submit this justification for Authority review and approval as directed by the Authority.

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

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

- C. The Implementing Agency must provide a copy of the confidentiality plan regarding the VOCA-funded program that includes documentation regarding how:
- Client confidentiality rights are protected.
 - Confidentiality rights are explained/conveyed to the client.

- Counseling records are kept confidential.
 - Contractor's counseling records are kept separate from records of, and not accessible by, the Child Advocacy Center.
- D. Counselors may participate in the Child Advocacy Center's multidisciplinary team, but cannot release fact finding information other than that mandated by law.

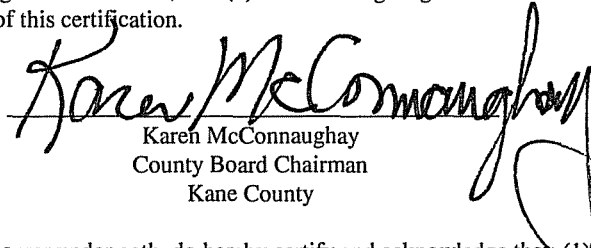
SECTION 53. ACCEPTANCE & CERTIFICATION

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:

Jack Cutrone
Executive Director
Illinois Criminal Justice Information Authority

Date

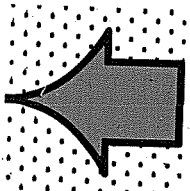
I, Karen McConaughay, County Board Chairman under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement 211056 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 211056, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.



Karen McConaughay
County Board Chairman
Kane County

1-10-12

Date

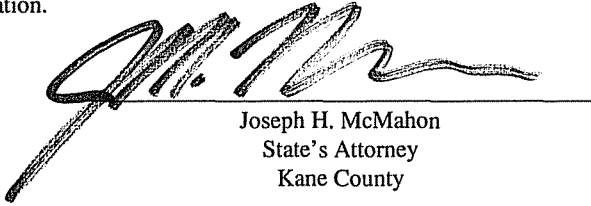


I, David J. Rickert, Treasurer under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 211056 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 211056, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

David J. Rickert
Treasurer
Kane County

Date

I, Joseph H. McMahon, State's Attorney under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 211056 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 211056, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.



Joseph H. McMahon
State's Attorney
Kane County

1/09/12

Date

VICTIMS OF CRIME ACT
EXHIBIT A:
PROGRAM NARRATIVE
Standard Non-InfoNet Reporting

I. Description of organization

1. Program Agency Name: Kane Co. SAO on behalf of Kane County Child Advocacy Center
Mailing Address: 37W777 Rt. 38 Suite 300, St. Charles, IL 60175-7529
Telephone number: 630-232-3500

2. Please provide the following information for your VOCA program service area (attachments are acceptable).

A. List the county(ies) or municipality(ies) served by your VOCA program.

Kane

B. Federal Congressional District number(s) 14th

C. State Senatorial District number(s) 22,25,28,42,48

D. State Representative District number(s) 43,49,50,55,83,95

These districts can be found by visiting the Illinois State Board of Elections website.

Type of program agency (Check one)

A. Criminal justice government*

Law Enforcement

Prosecution

Probation

Court

Corrections

Other (specify) CAC

B. Non-criminal justice government

Social Services

Mental Health

Other (specify) _____

Hospital

Public Housing

C. Private: Non-profit

Hospital

Rape Crisis

Religious Organization

Shelter

Mental Health

Other (specify): _____

D. Other: Describe _____

*If your agency is a governmental unit, such as law enforcement or prosecution, please provide a short description of how the activities described within this application have been coordinated with the victim service providers in the community served. Include letters of support from all agencies listed as part of the application.

The Kane County CAC has mutual referral agreements to provide victim services for our client families with both Mutual Ground, Aurora and Community Crisis Center, Elgin the 2 ICASA victim service agencies in Kane County. Due to language and resource limitations no one agency has the capacity or accessibility to provide service to all of the victim needs in the county.

If your agency is not able to coordinate these activities with a victim service agency please explain why.

3. Purpose of VOCA funds: (select one)

Continue a VOCA funded victim project funded in a previous year

Technology

4.

Crime Victim Assistance Funds Awarded: 22,254.00
Grant Number: 211056

Project Begin Date: 10/1/2011
Project End Date: 9/30/2012

5. These VOCA funds will primarily be used to: (check one)

- Expand services into a new geographic area Offer new types of services
 Serve additional victim populations Continue existing services to crime victims
 Other (specify)

6. For this victims' services program indicate the number of VOCA funded paid staff, full-time equivalent* (FTE) 1

* FTE is calculated by the number of hours worked in a week divided by the average work week for your organization. This number will match the total on Question 3a on page 5.

7. Volunteers used in any capacity throughout your agency should be counted and reported.

Does your organization use volunteers?

- Yes – complete part A & B
 No – complete the volunteer waiver certification included in the continuation packet.

A. How many Full-time Equivalent (FTE) volunteer staff are used by your agency as a whole, not just the VOCA funded program?

25

B. What activities do they perform?

Volunteer nursing staff operate a monthly medical clinic in conjunction with our physician who provides service at a substantially reduced rate. Volunteers perform fundraising activities to support victim services and physical needs, operate a Christmas giving program to support client families, provide reception services for the weekend counseling program

8. Identify the amount of the VOCA-Funds allocated to serve victims accordingly.

ALL GENERAL CRIME	\$
OR	
Child Abuse (includes child sex abuse)	\$ 22,254.00
Domestic violence	\$
Sexual assault	\$
Underserved	
DUI/DWI crashes	\$
Survivors of homicide victims	\$
Assault and/or Battery	\$
Adults molested as children	\$
Elder abuse	\$
Robbery	\$

Other violent crime (specify)

\$

TOTAL (should match question #4.) \$ 22,254.00

9. Sub-grant Match (financial support from other sources for this program):

Value of In Kind Match	\$ 6,340.00
Cash Match	\$
Total	\$ 6,340.00

10. Please provide the total amounts of funding allocated to All Victim Services based on your agency's current fiscal year budget:

Other Federal funds (excluding these VOCA funds)	\$ 10,000.00
VOCA funds (award amount)	\$ 22,254.00
State	\$ 52,000.00
Local	\$ 800,574.00
Other	\$ 10,000.00

This agency certifies that it receives over \$500,000 in federal funds agency wide and it is required to have an A-133 Audit.

11. Identify the victims to be served through this VOCA-Funded project (include match funded activities) by checking the type of crime(s) At least one must be selected.

- | | |
|--|---|
| <input type="checkbox"/> Child Physical Abuse | <input type="checkbox"/> Adults molested as children |
| <input checked="" type="checkbox"/> Child Sexual Abuse | <input type="checkbox"/> Survivors of homicide victims |
| <input type="checkbox"/> DUI/DWI Crashes | <input type="checkbox"/> Robbery |
| <input type="checkbox"/> Domestic Violence | <input type="checkbox"/> Assault |
| <input type="checkbox"/> Adult Sexual Assault | <input type="checkbox"/> Other Violent Crimes (specify) |
| <input type="checkbox"/> Elder Abuse | <input type="checkbox"/> Other (Specify) |

12. Check the services to be provided by this VOCA – funded project. **Check all that apply**

- | | |
|---|--|
| <input checked="" type="checkbox"/> Crisis Counseling | <input type="checkbox"/> Criminal Justice Support/Advocacy |
| <input type="checkbox"/> Follow Up Contact | <input type="checkbox"/> Emergency Financial Assistance |
| <input checked="" type="checkbox"/> Therapy | <input type="checkbox"/> Emergency Legal Advocacy |
| <input type="checkbox"/> Group Treatment | X Assistance in Filing Compensation Claims* |
| <input type="checkbox"/> Crisis Hotline Counseling | <input type="checkbox"/> Personal Advocacy |
| <input type="checkbox"/> Shelter/Safe House | <input type="checkbox"/> Telephone Contacts (Information and Referral) |
| <input type="checkbox"/> Information and Referral (In person) | <input type="checkbox"/> Other (Specify) |

*Assistance in filling compensation claims is **MANDATORY**

II. Summary of organization

In this section, we are trying to gain a general sense of your organization's activities, NOT solely the program for which you are seeking VOCA funds.

1. Please provide a *brief* description of your entire organization, including details of different units and staffing.

The Child Advocacy Center is a multidisciplinary intervention program established in 1994 to ensure coordination and cooperation among all agencies involved in child sexual abuse and allegations; to assure that all cases involving child sexual abuse in Kane County are handled in a consistent and child sensitive manner based on the protection and safety of, and respect for, the child and his or her family. We average 300 investigations per year and conduct over 1400 forensic interviews annually. We are staffed by law enforcement officers-5, Department of Children and Family Support Services (DCFS) investigators-2, family advocates-3, support staff-2 and contracts with mental health providers.

2. Besides the services funded through this VOCA grant, what (if any) other victim services does your agency provide? Include examples of how these services are coordinated with the VOCA funded activities.

- Program investigative staff are responsible for conducting victim sensitive interviews of all child victims and completing all investigative interviews, evidence collection, safety plans and presentation to SAO for possible filings in juvenile and/or criminal court
- Case management staff provide crisis intervention, medical advocacy, legal advocacy, service referral for additional social and community services, linkage to those services as needed, mental health referral and coordination and court notification and accompaniment.
- Legal staff assigned to the CAC answer legal questions of staff throughout the conduct of all investigations and review completed files for charging/filing decisions and follow each case throughout the court process in a vertical prosecution format
- Specialized medical examinations are provided by trained personnel with equipment provided through our Friends group

3. Please indicate the total number of staff dedicated to all victim services at your organization, not just this VOCA funded program.

Type of staff	Number of staff
Number of staff providing direct service. <i>(Do not include managerial and support staff in this count).</i>	14
Number of managerial staff	1
Number of administrative support staff	2

4. Does this program make a special effort to target any un-served or underserved populations?

- Yes – check all un-served/underserved populations being targeted
 No – skip to Section III

- | | |
|--|--|
| <input type="checkbox"/> American Indian
<input type="checkbox"/> Asian
<input type="checkbox"/> Black or African American
<input type="checkbox"/> Elderly
<input checked="" type="checkbox"/> Hispanic or Latino
<input type="checkbox"/> Homeless or living in poverty | <input type="checkbox"/> Lesbian, gay, bisexual, transgender
<input type="checkbox"/> People with disabilities
<input checked="" type="checkbox"/> Limited English proficiency
<input type="checkbox"/> Mental health issues
<input type="checkbox"/> Substance abuse issues
<input type="checkbox"/> Rural areas |
|--|--|

- Immigrants, refugees, or asylum seekers Children
- Other (specify): _____

III. Summary of Program

This section will help us understand the program for which you are seeking VOCA funds. This must include all direct services to be provided to crime victims with VOCA and match funds. **Do not** include a description of activities that will not be funded with VOCA or match funds.

1. Description of program: Please provide a description of your VOCA funded program. Include information on any efforts to target underserved victim populations listed above that are served by this program, such as minority, elderly or disabled populations.

The VOCA-funded program provides short-term, trauma-focused mental health/counseling services for victims of sexual abuse. All client children, their non-offending caretakers, and siblings of victims are eligible for services. Additional trauma/coping services are provided for clients experiencing severe or debilitating trauma regarding court appearances. The counseling services are contractually provided on a per hour basis. We have forged an agency agreement that will allow us to expand provision of Spanish language mental health services. The agency has added an additional bi-lingual therapist to assist with our target population.

2. Who oversees this program? Please include position titles and duties. (Do not include personal information.)

Executive Director in conjunction with the contractual clinical supervisor

3. Staff

a. Report the total number of FTE* staff funded by the VOCA grant. Report staff by title. Include employees who are part-time and/or only partially funded with this grant as well as program funded consultants/contractors. Include employees who are funded with any required grant match. Report all FTEs in decimals, not percentages.

Title of Staff Person	Full Time Equivalent	% time on VOCA funded program
<i>Example: Advocate</i>	.50	100
Case manager/Advocate (match)	1	20%
TOTAL (should equal #6 on pg. 2)	1	

*FTE is calculated by the number of hours worked in a week divided by the average work week for your organization.

b. What are the primary qualifications (e.g. education, language skills etc.) of program-funded staff?

Case manager/Advocate: Preference given to Master's degree in Human Services field. Bachelor's degree in Human Services field with commensurate experience with child sexual abuse cases or in case management may be considered.

Job descriptions are attached.

c. Please attach an updated job description for each position including duties and qualifications. **If this position is not 100% VOCA-funded, asterisk the duties that apply to this program on the job description.**

Victims Compensation Program

As a condition of receiving VOCA funds the Office on Victims of Crime (OVC) mandates that programs receiving VOCA funds must notify* all victims of the VOCA Victims Compensation program administered through the Office of the Illinois Attorney General.

- 4. Please explain how your agency informs victims of the VOCA Victims' Compensation program.

We provide notification via brochures, posters within the office, and the Advocates provide verbal instruction and assistance in completing applications.

*Notification is defined as simply advertising the Victims' Compensation program through posters or brochures publicly visible in the agency's office. Other options include: providing information and referrals concerning the program and assistance with the application.

IV. Statement of Problem

This section will help us understand why your program is important to crime victims that come into contact with your agency as well as the community you serve. This section should document the problem(s) the organization continues to face and justify a need for continued funding.

1. Use the table below to identify the crime(s) this program will target and provide three years of county level data for your service area. If your program does not target a specific type of crime please include the three highest crime rates for the jurisdiction your program serves. Data for Index offenses are available on the Illinois Criminal Justice Information Authority's website or the publication, *Crime in Illinois*, produced by the Illinois State Police (ISP).

2007-2009

Type of crime: Crimes against children			Type of crime: Criminal Sexual Assault			Type of crime:		
2007	2008	2009	2007	2008	2009	2007	2008	2009
447	365	449	Not Av.	207	199			

* If multiple counties are served by your VOCA funded program please list the counties served here, and accumulate the crime numbers above.

2. What is the problem(s) your VOCA funded program has identified through its contact with the victim population served that **this program** addresses? (*What do crime victims need that they would not get if not for the services provided through this program?*)

Trauma treatment is a critical aspect of child abuse victim recovery and a core service standard for all accredited child advocacy centers. A coordinating case manager on staff works closely with the counselors in initial referrals, and is responsible for communication of critical mental health/ recovery information and recommendations to the teams as case decisions are made.

Children's Advocacy Centers have as their missions: protection of the child, justice and healing. Healing may begin with the first contact with the MDT, whose common focus is on minimizing potential trauma to children. Without effective therapeutic intervention, many traumatized children will suffer ongoing or long term adverse social, emotional, and developmental outcomes that may impact them throughout their lifetimes. Today we have evidenced-based treatments and other practices with strong empirical support that will both reduce the impacts of trauma and the risk of future abuse. For these reasons, an MDT response must include trauma assessment and specialized trauma-focused mental health services for child victims and non-offending family members. Family members are often the key to the child's recovery and ongoing protection. Their mental health is often an important factor in their capacity to support the child. Therefore, family members may benefit from counseling and support to address the emotional impact of the abuse allegations, reduce or eliminate the risk of future abuse, and address issues which the allegation may trigger. Mental health treatment for non-offending parents or guardians, many of whom have victimization histories themselves, may focus on support and coping strategies for themselves and their child, information about sexual abuse, dealing with issues of self-blame and grief, family dynamics, parenting education and abuse and trauma histories. Siblings and other children may also benefit from

opportunities to discuss their own reactions and experiences and to address family issues within a confidential therapeutic relationship. Many situations faced at our CAC do not rise to a level that will involve the court system, nor a formal DCFS response, therefore many of these victims would not have access to any services were it not for the CAC program.

3. Use the space below to provide any anecdotal information based on the experiences of agency staff or other sources within your jurisdiction that may highlight the crime(s) and victims served through this program. *Please do not use names or any other information that would identify a specific victim.*

Every day we have families that call to thank us for what we have done for them and for the sensitivity with which we have treated their children. Each advocate, counselor and investigator have notes and cards, often in the crayon scrawl of a child thanking them for making them feel safe again. Families who have gone through the counseling program express relief that their child is laughing again, or sleeping through the night without fear and nightmares interrupting the evenings peace. There is one little angel so badly burned by a relative that she will need to wear protective clothing well into her young adulthood, that is at last beginning to lose her fear of "water"- she was sprayed with a flammable substance and ignited; she is beginning to be able to respond to some men in her closest circle with trust instead of the cowering fear that she has exhibited since she was burned. These are the things that we celebrate, the small steps forward made by these young children.

V. Goals and Objectives

This section provides an overview of your program's accomplishments during the current performance period, and also helps us learn about what helped or hindered your program during this time. *(This section should provide guidance as to whether objectives or program strategies should be modified for the upcoming year.)*

A universal goal was developed for your current grant program. Please indicate the goal that was chosen for your current performance period.

Goal: To provide direct services to (check one) for the purpose of alleviating trauma and suffering incurred from victimization.

- All crime victims
 Victims of child sexual abuse
 (Sub-population of crime victims. This should match the crime(s) indicated in Section: IV)

If completing this section prior to the end of the program performance period please estimate.

(Objective) Service Provided	Number identified from prior performance period.	Number of clients that actually received this service.*	Objective met?*\nYes or No	Number for upcoming performance period.
a. Crisis Counseling	40	64	y	40
b. Follow Up Contact				
c. Therapy	40	64	y	40
d. Group Treatment				
e. Crisis Hotline Counseling				
f. Shelter/Safe House				
g. Information and Referral (In person)				
h. Criminal Justice Support / Advocacy				
i. Emergency Financial Assistance				
j. Emergency Legal Advocacy				
k. Personal Advocacy				
l. Telephone Contacts (Information and Referral)				
m. Other (specify):				
n. Other (specify):				

*If you did not meet the objective(s) listed above, please detail each objective not met.

1. What were the successes of your program during the current performance period? Include any anecdotal information that may highlight the crime(s) and victims served through this program. *Do not use names or other information that would identify a specific victim.*

We were able to provide services for spanish speaking clients for the first time in a meaningful way. Previously these clients were limited to agencies with long waiting lists, or located at significant distances from Kane County, making regular attendance a challenge. One family had two sons who were victimized by a trusted family friend and cleric. Only one son initially disclosed abuse, while the other experienced significant guilt for accepting the help, friendship and financial assistance of the offender. This son took responsibility for bringing the offender closer to the family. There were additional issues with a step-parent who also held the son responsible. All were either exclusively spanish speakers or were more comfortable speaking in spanish. They received extended services, were able to survive through the prosecution, the older son ultimately was able to describe his own abuse, the non-offending care givers were treated along with the family system and now report that they are successfully moving forward from this abuse as an intact family, which was initially in doubt.

2. What barriers did you experience in implementing your program during the current performance period? How did you respond to them? Include any anecdotal information that may highlight the crime(s) and victims served through this program. *Please do not use names or other information that would identify a specific victim or a particular person.*

The most significant barrier we face is insufficient funding. Because of our increased capacity we were on target to spend out these grant resources by early in the 3rd quarter. We diverted bills to our Friends of CAC group for payments, as well as our Child Advocacy Advisory Board. We also worked with our counselors to craft solutions that would help hold the line on costs, including using family sessions whenever clinically appropriate, and referring to longer term resources outside of our program for longer term treatments.

3. Is there anything else you would like us to know based on your experiences with the current performance period? If so, please describe here.

Our families continue to report that the counseling process is a necessary and beneficial aspect of the CAC process. One mom described having been a victim herself and going through this process without all of the supports offered through our program. Going through it with her daughter, Mom could not find words to describe the difference between her two experiences and how certain she was that her daughter was going to come through the experience in far better shape than she did.

VI. Program Implementation

The problem statement describes the issue(s) to be addressed in the following year. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant as well as match funded activities** will be implemented in clear, logical detail and should explain how your program will achieve its goals and objectives and work to resolve the issues addressed.

1. Please describe the specific activities each staff member (federal and match funded) under **this program** will provide to crime victims and explain how those activities benefit your target population.

CAC staff (match) will: Provide initial assessment and referral of CAC client families to our counseling program including preparation of intake information and transmittal to contract service providers. Case manager will relay the pertinent counseling concerns to the team for consideration in case outcomes. Counseling coordinator will maintain counseling records and appointment information to verify attendance and number of sessions provided.

.Contract service providers (counselors) will:

- Meet the victims, describe the trauma-focused counseling program, and conduct a clinical assessment using a research tool such as the Briere Trauma Symptom Checklist.
- Schedule appropriate counseling sessions for victims and, if desired, their non-offending family members.
- Clients who appear to be unsafe or seriously symptomatic at the point of the 7th session may receive up to five additional counseling sessions. The decision is to be made by the therapist in consultation with the clinical counseling supervisor.

Following the crisis therapy and counseling sessions, the counselors will:

- Refer clients who desire further counseling and who are not in an agency program, to the CAC case managers, who will provide referrals to community and/or private agencies and assistance in securing outside funding, where available.
- Provide up to five clinical support sessions for children and their parents during the court preparation process. This clinical support is reserved for those cases in which children and/or parents cannot engage coping strategies or when children present with special needs. It is available to clients and families who have not previously received counseling services under the VOCA-funded program as well as those who have participated in the program.
- Provide up to five consultation sessions to Assistant State's Attorneys in cases with particularly difficult clinical presentations.
- Participate in quarterly clinical supervision sessions with a CAC-appointed clinical supervisor

2. Explain how the issues or barriers to the implementation of the program that you listed above in Section V, question 2, will be addressed during the new program period?

We are working with both our advisory board and our Friends of CAC group to increase fund raising efforts. Friends has committed to attempting to raise funds to fill any gaps in our ability to deliver service. All of our current local grant applications are for the purpose of supporting counseling services.

3. What training needs have you identified for the staff funded under this program?

Current staff is asked to attend at least one annual training and our advocates attend quarterly advocate round tables to maintain skills and develop broader resource networks for victim services. Clinical providers are currently up to date on Trauma Focused Cognitive Behavioral

victim services. Clinical providers are currently up to date on Trauma Focused Cognitive Behavioral Therapy TFCBT and any new practitioners will receive that training opportunity.

4. How will you address those training needs? If unable to address those needs, please explain why.

We have a grant to provide for training of staff and will continue to support the Case manager at quarterly roundtables. Budget approval has been received for her attendance at one national training. Grant approval has also been given for clinical provider training if it becomes necessary in the coming grant period.

5. If VOCA funds were not available, has your organization developed a plan for the continuation of this program? Please explain.

We have just completed strategic planning for our Advisory Board and they are committed to assisting with developing CAC priorities and having crossover between the advisory Board and the Friends Board to maximize fund development potential. We are working with both our advisory board and our Friends of CAC group to increase fund raising efforts. Friends has committed to attempting to raise funds to fill any gaps in our ability to deliver service. All of our current local grant applications are for the purpose of supporting counseling services.

VII. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the VOCA funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

Activity	Month Begun	Month Completed	Personnel Responsible	Frequency
<i>Example: Distribute Brochures</i>	<i>Month 1</i>	<i>Ongoing</i>	<i>Volunteers</i>	<i>As needed</i>
<i>Example: Hire Medical Advocate</i>	<i>Month 1</i>	<i>Month 2</i>	<i>Coordinator</i>	<i>N/A</i>
<i>Example: Provide Support Groups</i>	<i>Month 2</i>	<i>Month 12</i>	<i>Advocate</i>	<i>Weekly</i>
Case intake and referral	ongoing	ongoing	Case Manager/Advocate	daily/as needed
Counseling sessions	ongoing	ongoing	Contract therapists	bi-weekly or weekly if needed



MUTUAL GROUND, INC.

*Providing services for victims of
domestic violence and sexual assault*

Lori Chassee
Executive Director
Kane County Child Advocacy Center
427 West Campbell Street
Geneva, IL 60134

January 20, 2011

To Whom It May Concern:

Mutual Ground Inc., a social service organization providing counseling and advocacy to victims of sexual assault, would like to express our appreciation and support for the work of the Child Advocacy Center of Kane County.

The Child Advocacy Center provides a victim-sensitive environment for children and their families to receive support and help as their case is investigated and processed through the legal system. This service is critical for young victims to be able to have a voice and to begin the healing process following abuse. Mutual Ground enjoys a collaborative relationship, referring clients to the Child Advocacy Center, and receiving referrals from them.

I strongly recommend that this program continue to be funded.

Sincerely,

Victoria Russo, MS, LCPC, ICDVP
Associate Director of Clinical Program Services

418 Oak Avenue • Aurora, IL 60506
domestic violence programs 630-897-0080 sexual assault programs 630-897-8383 fax 630-897-3536
email mutualground@ameritech.net • www.mutualgroundinc.org





George Van De Voorde Place

PO Box 1390 Elgin IL 60121-1390 Bus Line: 847-742-4088 Crisis Line: 847-697-2380 Fax: 847-742-4182 TTY: 847-742-4057 www.crisiscenter.org

October 4, 2011

To Whom It May Concern:

As Executive Director of the Community Crisis Center, Inc, I would like to offer our support and endorsement of the Kane County Child Advocacy Center. It is our mission to provide Safety, Hope, Advocacy, Respite and Education for those impacted by crisis and violence in the Fox Valley Region and Illinois.

Since 1975 the Community Crisis Center, Inc has provided emergency services to individuals and families dealing with domestic violence, sexual assault and economic crisis. Kane County Child Advocacy Center works to ensure coordination and cooperation among all agencies involved in child sexual abuse and severe physical abuse allegations: to assure that all cases involving child sexual abuse and severe physical abuse in Kane County are handled in a consistent and child sensitive manner based on the protection and safety of, and respect for, the child and his or her family. The services of this organization are critical to the well-being of our children.

Our organization supports and is pleased to collaborate with Kane County Child Advocacy Center and its efforts to provide essential services to children and families in our community dealing with the trauma of violence. I urge you to approve funding through the VOCA grant to support this program. Please contact me if you should need any further information.

Sincerely,

A handwritten signature in cursive script that reads "Gretchen S. Vapnar".

Gretchen S. Vapnar
Executive Director

COMMUNITY CRISIS CENTER, INC MISSION:

We provide Safety, Hope, Advocacy, Respite and Education for those impacted by crisis and violence in the Fox Valley Region and Illinois.

Position Title: Case Manager/Family Advocate

Supervisor: Executive Director

Basic Function: Maintains supportive contact with families from point of case initiation; acts as an advocate for the child victim. Provides information to the families about the legal and child welfare systems and assists families in getting the services they need. Provides support and advocacy to child victims and their non-offending family members throughout the course of the investigation, any legal proceedings and beyond, as needed. Maintains case tracking information for the team, prepares staffing reports, prepares all appropriate release of information forms and assists in records acquisition.

Specific Responsibilities:

1. Initiate contact with victims and families during the investigative process.
2. Provides crisis intervention and ongoing support to victims and families. **
3. Accompanies the victim and family through legal and medical systems.
4. Makes appropriate referrals for needed services. **
5. Identifies community resources.
6. Answers questions about issues related to child sexual and severe physical abuse.
7. Follows up with clients to determine satisfaction with referral sources. **
8. Participates in all Team Review meetings. **
9. Maintains team master file
10. Responsible for all computer checks, LEADS, JANO, SOS, CAC
11. Provides presentations to schools, community agencies and law enforcement organizations about child victimization and available services.
12. Act as liaison to CAC Counseling Program including: ** (all of the below)
 - a. Prepare intake forms for transmission to the assigned counselor
 - b. Establish initial client appointment, verify with assigned case manager
 - c. Maintain counselor schedules
 - d. Maintain client attendance schedules
 - e. Reconcile bills to attendance records
 - f. Transmit client concerns to team members when appropriate
 - g. Maintain counseling supplies
 - h. Transmit client satisfaction surveys
 - i. Record client termination and refer to additional therapeutic services as needed

Internal Relationships:

Reports to the Director. Works as part of a multidisciplinary team along with criminal investigators, child protection workers, prosecutors, medical professionals, treatment specialists and others who may be involved in the case.

Skills Required:

Knowledge of and sensitivity to child victimization and family systems. Strong communication skills. Able to work well with a variety of disciplines. Knowledge of

community resources. Aggressive outreach skills. Computer familiarity: Microsoft Office Suite, LEADS certification, Kane County systems

Minimum Experience/Education Requirement:

Preference given to Master's degree in Human Services field. Bachelor's degree in Human Services field with commensurate experience with child sexual abuse cases or in case management may be considered.

**EXHIBIT B: BUDGET
IDENTIFICATION OF SOURCES OF FUNDING**

**Implementing Agency: Kane County on behalf of the SAO
Agreement #: 211056**

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Victim of Crime Act Funds (VOCA FFY11)	\$22,254
	Subtotal:	\$22,254
Match:	Kane County on behalf of the SAO	\$5,564
	Subtotal:	\$5,564
Over Match:	Kane County on behalf of the SAO	\$776
	Subtotal:	\$776
	GRAND TOTAL	\$28,594

PERSONNEL SERVICES <u>Job Title</u>	<u>Annual Salary</u>	<u># Months On Program</u>	<u>% Time On Program</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Case Manager/Family Advocate	\$ 31,703.00	12	20%	\$ -	\$ 6,340.00	\$ 6,340.00 ✓
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
Total percentage time on program			0.20	\$ -	\$ -	\$ -
			Total Salary	\$ -	\$ 6,340.00	\$ 6,340.00 ✓
Fringe Benefits (Use figure from Fringe Benefit Worksheet)				\$ -	\$ -	\$ -
TOTAL PERSONNEL SERVICES				\$ -	\$ 6,340.00	\$ 6,340.00 ✓

Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.

(See Attached Budget Instructions)

The case manager/family advocate responsible for the counseling program performs the intake and referral function for the program. At case inception the case manager completes general intake information, provides the counseling recommendations to the family, and the counseling coordinator then establishes the initial appointment with the assigned counselor. The case manager delivers copies of all intake data to the counseling suite so the counselor has it prior to the first appointment. Case manager then tracks all visits, records appointments and communicates essential information to the team on behalf of the counselor.

The salary of the case manager is \$31,703 annually - 20% of her time will be devoted to the VOCA program. That \$6,340 will be used as match. No benefits will be used in the grant.

<u>EQUIPMENT</u> <u>Item</u>	<u>Cost per Unit</u>	<u># of Units</u>	<u>Pro-rated</u> <u>Share</u>	<u>Federal</u> <u>Amount</u>	<u>Match</u> <u>Contribution</u>	<u>Total Cost</u>
N/A	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
TOTAL EQUIPMENT COST				\$ -	\$ -	\$ -

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.

(See Attached Budget Instructions)

COMMODITIES					
<u>Item</u>	<u>Cost / Month</u>	<u># of Months</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
N/A	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST			\$ -	\$ -	\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.

(See Attached Budget Instructions)

Budget & Budget Narrative

Kane County on behalf of the SAO

Agreement#

211056

<u>TRAVEL</u> <u>N/A</u>	<u>Cost/Mile</u>	<u># of Miles/mo</u>	<u># of Months</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Program Staff Mileage*	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
Client Transportation	\$ -			\$ -	\$ -	\$ -
Conference Travel**	<u>Cost/ person</u>	<u># of people</u>	<u># of days</u>	\$ -	\$ -	\$ -
Airfare	\$ -			\$ -	\$ -	\$ -
PerDiem	\$ -			\$ -	\$ -	\$ -
Lodging	\$ -			\$ -	\$ -	\$ -
Other (Specify)	\$ -			\$ -	\$ -	\$ -
* State rate is calculated at \$.51/mile. If agency rate is lower use that lower rate.						
** Out of State Travel requires a separate letter documenting prior Authority approval.						
TOTAL TRAVEL COST				\$ -	\$ -	\$ -

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.

(See Attached Budget Instructions)

Budget & Budget Narrative

Kane County on behalf of the SAO

Agreement#

211056

CONTRACTUAL	<u>Cost/month</u>	<u>Dollar/hour</u>	<u># of hours per month</u>	<u>Pro-rated Share</u>	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
Cell Service	\$ -				\$ -	\$ -	\$ -
Telephone Service	\$ -				\$ -	\$ -	\$ -
Pager service	\$ -				\$ -	\$ -	\$ -
Conference Registration Fees	\$ -				\$ -	\$ -	\$ -
Other: (Specify)	\$ -				\$ -	\$ -	\$ -
Other (Specify)	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel		\$75.00	<u>25</u>		\$ 22,254.00	\$ -	\$ 22,254.00
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 22,254.00	\$ -	\$ 22,254.00

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.

(See Attached Budget Instructions)

The program counselors are 100% VOCA funded, until such a time as funding is exhausted, and are contracted at an hourly basis/rate of \$75.00/hour. The hours a month are estimated to coincide with the federal designation amount and will fluctuate on caseload and victim need. Counselors meet and conduct a clinical assessment with the victim. They provide counseling sessions for the victim and non-offending family members as needed. May also provide clinical support sessions for the children and care givers during court preparation

GRAND TOTAL	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
PERSONNEL SERVICES	\$ -	\$ 6,340.00	\$ 6,340.00 ✓
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ 22,254.00	\$ -	\$ 22,254.00 ✓
TOTAL COST	\$ 22,254.00	\$ 6,340.00	\$ 28,594.00 ✓

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement # 211056

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the **TOTAL FRINGE BENEFITS** amount from this worksheet as the fringe benefit dollar amount on the BUDGET under **PERSONNEL SERVICES (cells C-12 and H12)**

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	7.650%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	
TOTAL RATED FRINGE BENEFITS	\$0
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$0.00
Number of grant-funded FTE (full-time equivalent) positions receiving Flat Rate Fringe Benefits. (Please use figure from cell F-11 of Budget Detail)*	
FLAT RATE FRINGE BENEFITS	\$0
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$0

*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.