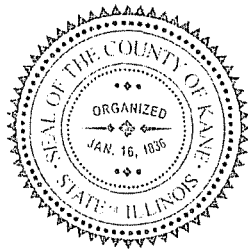


COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

RECEIVED
JUN 12 2013
KANE COUNTY BOARD

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Small
~~SMALL DOLLAR AMOUNT~~
FISCAL AGENT
AUTHORIZATION PROVIDED

Name of Document: ADIC CHILD PROTECTION PROJECT Resolution No.: 5160ED

Submitted by: JUDICARY

Dept. Head Signature: [Signature]

Date Submitted: 6-12-13

Dept. Head Sign-off Date: 6-12-13

Examined by: VASCAR LYLES
(Print name)

[Signature]
(Signature)

6-12-13
(Date)

Post on the Web: YES NO Atty. Initials [Signature]

Comments:

Chairman signed: YES NO 6/13/13
(Date)

Document returned to: A O'Brien
(Name/Department)



**Administrative Office of the Illinois Courts
State Court Improvement Program
Grant Award Agreement**

Child Protection Data Courts (CPDC) Project



This Agreement is entered into by the Administrative Office of the Illinois Courts, hereinafter referred to as "AOIC", and Kane County on behalf of the Sixteenth Judicial Circuit: Kane County, hereinafter referred to as the "Grantee", for implementation of the *Child Protection Data Courts (CPDC) Project* as indicated in Exhibit A of this Agreement.

The State Court Improvement Program, hereinafter referred to as "CIP", was created as part of the Omnibus Budget Reconciliation Act (OBRA) of 1993, Public Law 103-66, which among other things, provided a portion of federal funds to state court systems to conduct assessments of their foster care and adoption laws and judicial processes, and to develop and implement a plan for system improvement. The basic CIP grants were first enacted in 1993, and reauthorized in 1997, 2001, and 2006. The Deficit Reduction Act of 2005 (Public Law 107-171) authorized two new CIP grants: the Data Collection and Analysis Grant and the Training Grant. The basic, data, and training CIP grants are authorized through Fiscal Year 2016.

CIP is administered by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families. The AOIC applies for, receives, establishes priorities for, allocates, disburses, and awards grants or contracts of CIP funds in accordance with federal and Judicial Branch guidelines and provisions. Approved programs will be funded 100% with federal grant funds as indicated in Exhibit B.

Projects funded with CIP grant funds must address court reform issues that will improve the safety, well-being, and permanency of children in foster care and strengthen the legal and judicial system including:

- Developing automated and/or non-automated data collection structures to track cases and measure performance;
- Improving judicial competence and skills;
- Institutionalizing stronger links with child welfare agencies and community programs to improve coordination of services;
- Encouraging communication between, and cross-system training of, court and agency and court-appointed representatives of parents and children;

- Improving the amount and quality of legal representation for children, parents, and agencies; and
- Giving fairer treatment, notice, and consideration to all parties before the court.

The Kane County, agrees, by acceptance of this grant award, to abide by the following terms and conditions:

1. GRANTEE SERVICES:

- a. Grantee Name and Address:

**Kane County
719 S. Batavia Ave., Building A
Geneva, IL 60134**

- b. Grantee agrees to utilize CIP data funds to perform services related to the CPDC Project during the fourth phase of a multiphase project. Funds will be used to:

- 1) Perform individualized **Data Collection** and submit data to the AOIC for analysis;
- 2) Coordinate and participate in periodic **On-Site Visits**, conducted by the AOIC/NCSC team, to assist with data quality control efforts and site-specific data collection and case tracking information;
- 3) Conduct on-going **Local CPDC Meetings** to improve coordination and communication among child protection court stakeholders;
- 4) Participate in periodic **CPDC Project Networking Meetings**, hosted by AOIC/NCSC;
- 5) Receive **AOIC/NCSC Technical Assistance** to assure success of site participation in the CPDC project.

- c. Identify Any Attachments To This Grant Agreement:

Exhibit A - Coversheet
Exhibit B - Budget Summary and Narrative
Exhibit C - Certification Regarding Maintenance of Effort
Exhibit D – W9 Form

2. PERIOD OF PERFORMANCE AND AWARD AMOUNT:

- a. *The period of performance is from July 1, 2013 through September 30, 2013. Funds available under this grant agreement are a portion of the Federal Fiscal Year 2012 State Court Improvement-Data Grant (CFDA#93.586) awarded to the Administrative Office of the Illinois Courts by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families. Use of these funds and reporting requirements are subject to the guidelines set forth by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families under the State Court Improvement Program-Data Grant.*
- b. The maximum amount available under this grant agreement is \$4,625.00. Disbursement of funds shall be consistent with Section 5 "Performance and Compensation."
- c. Extension/renewal of this grant agreement will be subject to the availability of funds, performance, applicability to goals and objectives of the State Court Improvement Program, and

the approval of the Administrative Office of the Illinois Courts.

- d. Obligations of the Supreme Court of Illinois and its Administrative Office shall cease immediately if the U.S. Department of Health and Human Services fails to award or otherwise make available funds for this grant agreement within any fiscal year. The Administrative Office will use its best efforts to obtain sufficient funding to cover this agreement.
- e. The State may terminate this grant agreement, or any portion thereof, without notice or penalty.

3. BUDGET ADMINISTRATION:

- a. **Budget.** An approved line item budget, marked Exhibit B, is attached hereto and made part of this grant agreement. Allowable costs are limited to those items listed in the approved budget and may not exceed the total amount budgeted for each category of expense. Modifications in excess of ten percent of the project total which cause an increase and/or decrease in any line item, except equipment or indirect costs, must be requested in writing at least thirty (30) days in advance of the requested budget modification. Such requested modifications may not be made without the written authorization of the Administrative Office of the Illinois Courts. This flexibility shall not be construed to allow the total budget for the project to exceed the total award.
- b. **Allowability of Costs.** Allowability of costs will be governed by the applicable Office of Management and Budget, hereinafter referred to as OMB circulars as noted in Section 8 of this agreement.
- c. **Supplanting.** The Grantee agrees that funds provided under this grant agreement shall be used exclusively for the purpose for which the grant was made and may not be reallocated in whole or in part for any other purposes, nor may grant funds replace or allow for the release of grantee's funds for alternative uses. Funds awarded through this grant may not be used to supplant other State or local funds, which were already being used for similar purposes (U.S. Health and Human Services, Administration for Children and Families, Program Instruction ACYF-CB-PI-06-05 and Program Instruction ACYF-CB-PI-07-09).
- d. **Procurement.** Procurement will be governed by applicable OMB circulars as noted in Section 8 of this agreement.
- e. **Subcontracting/Subgranting.** Subcontracting/Subgranting is not allowed without prior authorization of the Supreme Court of Illinois or its Administrative Office. All subcontractors/subgrantees used and amounts paid to each must be disclosed. All subcontractors/subgrantees must comply with the terms and conditions set forth herein for the Grantee.

4. ACCOUNTING, RECORD RETENTION, AND RIGHT TO AUDIT:

- a. The Grantee agrees to maintain books, records, and supporting documentation relating to the performance of the grant award and necessary to support amounts charged to the State under the grant award for a period of three years from the later of the date of final payment under the grant award or the completion of the grant award. The three year period shall be extended for the duration of any audit in

progress at the time of that period's expiration (Section 20-65 of the Judicial Branch Procurement Code).

- b. Any subcontractor/subgrantee, as applicable, shall maintain all books, records, papers, and supporting documentation related to the performance of such subcontract/subgrant and necessary to support amounts charged to the State under the subcontract/subgrant for a period of three years from the later of the date of final payment under the subcontract/subgrant or the completion of the subcontract/subgrant. The three year period shall be extended for the duration of any audit in progress at the time of that period's expiration (Section 20-65 of the Judicial Branch Procurement Code).
- c. The Grantee and subcontractor/subgrantee, as applicable, shall agree that all books, records, papers, and supporting documentation to be maintained under Subsections a and b above shall be available for review and audit by representatives of the Supreme Court of Illinois, Illinois Office of the Auditor General, Illinois Attorney General, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any person or entity so authorized by them. The Grantee and any subcontractor/subgrantee agree to cooperate fully with any audit.
- d. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the Administrative Office of the Illinois Courts for the recovery of any funds paid by the judicial branch under the grant award for which adequate books, records, papers, and supporting documentation are not available.

5. PERFORMANCE AND COMPENSATION

- a. *The parties agree to the program activities and grant funding amounts delineated in Exhibits A and B. Grantees or sub-grantees must obtain prior written approval from the Administrative Office for any revision of the scope or objectives of the project (regardless of where there is an associated budget revision requiring prior approval), need to extend the period of availability of the funds, or changes in key persons in cases where specified in the proposal. In research projects, a change in the project director or principle investigator shall always require approval.*
- b. In accordance with Department of Treasury regulations, 31 CFR Part 205 (Implementing the Cash Management Improvement Act), the Grantee agrees to limit requests to draw Federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate cash needs necessary to carry out programs funded through this award. Failure to adhere to these requirements may cause suspension of the grant funds.
- c. Advance requests for CIP funds shall be submitted in writing on the form entitled *Request for Disbursement of Grant Funds*. Funds should be requested at least four weeks prior to the Grantee's anticipated date of expenditure to allow the Administrative Office of the Illinois Courts time to process the request.

Requests for CIP funds on a reimbursement basis shall be submitted in writing on the form entitled Request for Disbursement of Grant Funds. Funds may be requested up to 90 days following the end of the grant funding period.

- d. Requests for funds shall be reviewed for compliance with this agreement and any applicable federal and state laws and regulations. Upon satisfactory review, the request shall be approved by the Administrative Office of the Illinois Courts. Funds will not be disbursed until all outstanding program

and financial reports described in Section 6 of this agreement are received by the Administrative Office of the Illinois Courts.

6. REPORTING REQUIREMENTS:

- a. **CPDC Project Progress Reports.** The Grantee must submit one narrative progress report to the Administrative Office of the Illinois Courts as a condition of this agreement. This report shall be due as follows:

Reporting Type	Reporting Period	Due Date
Final Report	July 1, 2013 - September 30, 2013	October 31, 2013

Each report may be filed on forms prescribed by the Administrative Office of the Illinois Courts and shall include:

1. a narrative description of the project activities during the reporting period. This shall include copies or drafts of any products (i.e. brochures, pamphlets, videos, reports, etc) that are produced or developed as a direct result of activities conducted as a result or outcome of this award
 2. the relationship between those activities and the program or project objective(s) set forth in the approved proposal or approved adjusted proposal;
 3. any significant problem areas that have developed and how they were or will be resolved; and
 4. the activities scheduled during the remainder of the period of performance, including strategies, timelines, and where efforts will be targeted.
 5. The final program report shall include quantitative accomplishments which were achieved for each function or activity performed during the project. When accomplishments cannot be quantified by activity or function, list them in chronological order to show the schedule of accomplishments.
- b. **Quarterly Fiscal Reports.** The Grantee must submit quarterly fiscal reports to the Administrative Office of the Illinois Courts as a condition of this agreement. The reports shall be due :

Reporting Type	Reporting Period	Due Date
Final Fiscal Report	July 1, 2013 - September 30, 2013	October 31, 2013

Each report may be filed on forms prescribed by the Administrative Office of the Illinois Courts and shall include:

- 1. accumulated CIP expenditures;

2. cash balance as of the quarter end; and
 3. anticipated expenditures for the next reporting quarter.
 4. Final ending cash balance. Any remaining unexpended funds shall be returned to the Administrative Office of the Illinois Courts within 45 days of grant completion, as provided for in the Illinois Grants Recovery Act (30 ILCS 705 et seq.). A check for the total balance shall be made payable to the "State of Illinois Treasurer".
- c. **Closeout Requirements.** Grantees that satisfy the requirements set forth in this Agreement shall receive written notification from the Administrative Office of the Illinois Courts that the agreement is closed in good standing.

7. MONITORING:

The Administrative Office of the Illinois Courts shall monitor the activities under this grant agreement and the expenditure of the funds. Monitoring of the activities and expenditures under this grant agreement shall include reviews of fiscal and program reports; site visits which shall include reviews of relevant documents and observation of project or service activities; and any other procedures deemed necessary by the Administrative Office to determine the Grantee and subcontractor/subgrantee, as applicable, has complied with this grant agreement. The Administrative Office is responsible for monitoring grant, sub-grant/sub-recipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function and activity. (See 45 CFR 92.40.)

8. COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS:

- a. **Federal Regulations.** The Grantee acknowledges that all State Court Improvement Program funds are subject to Federal regulations and agrees to abide by and comply with the relevant regulations, including but not limited to:

- Section 438 of the Social Security Act
- Section 7401 of the Deficit Reduction Act of 2005 (P.L. 109-171)
- Section 13712 of Subchapter C, Part 1 of the Omnibus Budget Reconciliation Act of 1993 (OBRA) (P.L. 103-66)
- Section 305 of the Adoption & Safe Families Act of 1997 (AFSA) (P.L. 105-89)
- Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 USC 7104)
- Promoting Safe and Stable Families Program
- Safe and Timely Interstate Placement of Foster Children Act of 2006 (P.L. 109-239)
- Child and Family Services Improvement and Innovation Act (P.L. 112-34)
- Program Instructions ACYF-CB-PI-06-05 and ACYF-CB-PI-12-02
- Single Audit Act of 1984 (P.L. 98-502) and Single Audit Act Amendments of 1996 (P.L. 104-156)
- Title 2 of the Code of Federal Regulations
 - Part 220: Cost Principles for Educational Institutions
 - Part 225: Cost Principles for State, Local and Indian Tribal Governments

Part 230: Cost Principles for Non-Profit Organizations
 Part 376: Nonprocurement Debarment and Suspension
 Title 45 of the Code of Federal Regulations
 Part 16: Procedures of the Departmental Grant Appeals Board
 Part 30: Claims Collection
 Part 80: Non-Discrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
 Part 81: Practice and Procedure for Hearings Under Part 80 of this Title
 Part 84: Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
 Part 86: Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefitting from Federal Assistance
 Part 87: Equal Treatment for Faith-Based Organizations
 Part 91: Nondiscrimination on the Basis of Age in Health and Human Services Programs or Activities Receiving Federal Financial Assistance
 Part 92: Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments
 Part 93: New Restrictions on Lobbying
 Part 95: Subpart E: Cost Allocation Plans
 Part 100.12: How may a State simplify...Federally required State plans?
 Title 48 of the Code of Federal Regulations
 Part 31: Cost Principles for Commercial Vendors or Subcontractors
 OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
 OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
 OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
 OMB Circular A-122 Cost Principles for Nonprofit Organizations
 OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

The Social Security Act as well as the Adoption & Safe Families Act of 1997 may be accessed at www.acf.dhhs.gov/programs/cb/laws. The Code of Federal Regulations (CFR) may be accessed on the Internet at www.access.gpo.gov/nara/cfr. OMB Circulars may be accessed at www.whitehouse.gov/OMB/circulars.

- b. **Disclosure Requirements.** As stated in Section 508 of Public Law 103-333, in press releases, *statements, requests for proposals, bid solicitations, and other documents describing projects, programs, or services funded in whole or in part with Federal money, Grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:*
1. the percentage of the total costs of the program or project which will be financed with Federal money;
 2. the dollar amount of Federal funds for the project or program; and
 3. percentage and dollar amount of the total costs of the project or program that will be

financed by non-governmental sources.

- c. **Purchase of Products and Equipment.** As stated in Section 507 of Public Law 103-333, it is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available by this grant agreement should be American made.
- d. **Pro-Children Act of 1994 (Environmental Tobacco Smoke).** The Grantee must comply with Public Law 103-227, the PRO-KIDS Act of 1994, and the Grantee under this grant agreement hereby certifies such compliance. The Act requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal Programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contract programs. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The Grantee further agrees that the above language will be included in any subcontracts/subgrants which contain provisions for children's services and that all subcontractors/subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

- e. **Non-Discrimination.** The Grantee and its employees and subcontractors/subgrantees agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the United States Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and rules applicable to each.
- f. **Indemnification.** The Grantee shall indemnify and hold the Supreme Court of Illinois and its Administrative Office harmless should any goods or services provided by the Grantee under the terms of this grant agreement infringe upon the patent, trademark, copyright, or trade secret of another.
- g. **Prevailing Wage.** If the Prevailing Wage Act is applicable to any service provided by the Grantee under this agreement, the Grantee agrees to comply with the provisions of the Act, and be responsible for obtaining any periodic revisions to the wage rates from the Department of Labor (820 ILCS 130/0.01 *et seq.*).
- h. **Sexual Harassment.** The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Grantee's internal complaint process including penalties; (v) the legal resource, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Department upon request.
- i. **Liability and Insurance.**

1. The State does not assume any liability for acts or omissions of the Grantee and such liability rests solely with the Grantee. The State will not indemnify or hold harmless any Grantee for claims based on the State's use of Grantee provided goods or services. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. The Grantee shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of the Grantee. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. In addition, the Grantee shall carry workers' compensation insurance, if applicable, in amounts required by law.
 2. In those instances in which a temporary employee is utilized, the temporary employment agency bears sole responsibility for workers' compensation insurance coverage for temporary employees furnished to the Administrative Office of the Illinois Courts and indemnifies and holds the Administrative Office harmless from any judgment, finding, or assessment of liability under the Workers' Compensation Act or the laws of Illinois for injuries suffered by a temporary employee furnished to the Administrative Office.
 3. The State may self-insure against any and all risks.
- j. **Copyrights.** The U.S. Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal government purposes:
1. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 2. Any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.
- k. **Debarred and Suspended Parties.** By signing and submitting this Agreement, the Grantee and any sub-grantee at any tier certifies that it is neither presently debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 Debarment and Suspension. (See 45 CFR 92.35)
- l. **Energy Conservation.** The Grantee and its employees and subcontractors agree to comply with *mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (see 20 ILCS/115/1 et seq.)* issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871).
- m. **Religious Activities.** Direct federal grants, sub-awards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.
- n. **Lobbying Prohibitions.** Federal grant funds provided under these awards may not be used by the grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress,

or any other level of Government, through the use of other resources. (See 45 CFR Part 93.)

- o. **Human Trafficking Provisions.** These awards are subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at http://www.acf.gov/grants/award_terms.html.
- p. **Transparency Act Requirements.** Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

9. GOVERNING LAW:

This grant agreement and any agreement, including maintenance, service or other subsequent agreements that might result from this grant agreement, shall be governed by the laws of the State of Illinois. The validity of this grant agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claim against the State arising out of this grant agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1 *et seq.*).

10. ENTIRE AGREEMENT:

Except as provided in Section 1c, this grant agreement, including any addenda and exhibits constitutes the entire agreement between the parties with respect to the same subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

11. SEVERABILITY:

If any provision of this grant agreement should be found illegal, invalid, or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.

12. MODIFICATIONS:

Any modification, change, or amendment subsequent to the execution of this grant agreement may be made only by an instrument in writing executed and signed by the parties.

13. WAIVER:

The failure of any party to enforce any provision of this grant agreement shall not constitute a waiver by

such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

14. CERTIFICATIONS:

- a. **Conflict of Interest.** Grantee certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. The Grantee further certifies that no person listed herein is entitled to receive (i) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, the Grantee certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor {Section 50-13 of the Judicial Branch Procurement Code (same as Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13))}.
- b. **Bid-rigging or Bid-rotating.** The Grantee certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).
- c. **Educational Loan Default.** If the Grantee is an individual, he or she certifies that he or she is not in default on an educational loan as provided in section 3 of the Educational Loan Default Act (5 ILCS 385/3).
- d. **Anti-bribery.** The Grantee certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code {same as Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5)}.
- e. **International Anti-Boycott Certification.** The Grantee certifies that neither the Grantee 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.
- f. **Legal Status Disclosure.** Under penalties of perjury, the Grantee certifies that the name, taxpayer identification number, and legal status listed below are correct.

Grantee and/or Business Name: Kane County
Taxpayer Identification Number: 36-6006585

(If the Grantee is an individual, enter the Grantee name and Social Security Number as it appears on the Grantee's Social Security Card. If the Grantee is a sole proprietorship, enter the owner's name followed by the name of the business and the owners' Social Security Number. For all other entities, enter the Grantee's name as it appears on the Application for Employer's Identification Number and the Employer's Identification Number.)

SSN:

or

EIN: 36-6006585

Legal Status (check one):

- Individual
- Owner of sole proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Government entity
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation, partnership, estate, or trust
- Limited Liability Company (select applicable tax classification)
 - D = disregarded entity
 - C = corporation
 - P = partnership
 - Other: Not for Profit

- g. **Debt Delinquency.** Grantee certifies that he/she/it is not barred from being awarded a contract under Section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits the Grantee from entering into a contract with the judicial branch if the Grantee knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State unless the Grantee or affiliate has entered into a deferred payment plan to pay off the debt. Grantee further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Grantee is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- h. **Collection and remittance of Illinois Use Tax.** Grantee certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a Grantee from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 *et seq.*). Grantee further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if the Grantee, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- i. **Prohibition of Goods Produced By Forced Labor.** Grantee certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- j. **Prohibited Bidders and Contractors.** Grantee certifies in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent

of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 *et seq.*) for a period of five years prior to the date of the bid or contract. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.

- k. **Corporate Accountability.** Grantee certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (Public Act 93-0552). Public Act 93-0552 requires development assistance agreements to contain specific recapture provisions. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.
- l. **Environmental Protection Violations.** Grantee certifies that he/she/it is not barred from being awarded a contract under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits entering into an agreement with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.
- m. **Prohibition of Goods Produced by Child Labor.** Grantee certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under this agreement has been produced in whole or in part by the labor of any child under the age of 12.
- n. **Registration as a Business Entity.** Grantee certifies that (1) he/she/it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code {same as Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)} or (2) he/she/it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code {same as Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)}. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.
- o. **Felons.** Grantee certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a grantee from entering into a contract with a State agency if the grantee has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. Grantee further acknowledges that the AOIC Director may declare the related contract void if this certification is false.

15. DRUG FREE WORKPLACE:

If the Grantee is an individual, or an individual doing business in the form of a sole proprietorship, the Grantee certifies that the Grantee will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract (30 ILCS 580/4).

If the Grantee is a corporation, partnership, or other entity with 25 or more employees, the Grantee 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 Grantee'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:
 - i. abide the terms of the statement; and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five 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 policy of maintaining a drug free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; 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 10 days after receiving notice under part (ii) of paragraph (a) of subparagraph (3) 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 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. See 30 ILCS 580/1 *et seq.*

16. NOTICES:

Notices to the parties shall be sent to the addresses below:

Administrative Office of the Illinois Courts	Kane County
3101 Old Jacksonville Road	719 S. Batavia Ave., Building A
Springfield, IL 62704-6488	Geneva, IL 60134

17. SIGNATURE:

By signing this agreement, the Grantee's representative warrants that he or she has the authority to bind the Grantee to the terms and conditions contained herein. Representatives of the Administrative Office of the Illinois Courts execute this document in their official capacity only and not as individuals.

The undersigned person signing this grant agreement on behalf of the Grantee affirms, under penalties of perjury, that he or she is authorized to execute the certifications contained herein on behalf of the designated party (Grantee) to this agreement.

The Grantee certifies under oath, in accordance with the Illinois Grant Funds Recovery Act (30 ILCS 705/4 (b)(6)) that all information in the grant agreement is true and correct to the best of the grantee's knowledge, information and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of grant funds is conditioned upon such certification.

Administrative Office of the Illinois Courts

Kane County

Signature



Signature

Type/Print Name

Chris Louza

Type/Print Name

Type/Print Title

Chairman

Type/Print Title

Date

6-13-13

Date

** A copy of the Judicial Branch Procurement Code is available upon written request from the Administrative Office of the Illinois Courts.

EXHIBIT A

Child Protection Data Courts (CPDC) Project



COVER SHEET

Administrative Office of the Illinois Courts
FFY2012 Child Protection Data Courts Project

JUDICIAL CIRCUIT INFORMATION

CIP AMOUNT REQUESTED: \$4,623.70
JUDICIAL CIRCUIT: 16th - Kane County
CPDC COUNTY: Kane County
ADDRESS: 100 S. Third Street
CITY: Geneva
ZIP CODE: 60134
TELEPHONE: 630-232-3441
FAX: 630-232-0375
E-MAIL: abrahamsonlinda@co.kane.il.us
WEBSITE: countyofkane.org
CONTACT PERSON/TITLE:
Linda Abrahamson, Associate Judge

FISCAL AGENT INFORMATION

FISCAL AGENT: Kane County
(As it would appear on a grant award agreement)
Tax # ID: 36-6006585
Legal Status: Governmental
ADDRESS: 719 S. Batavia Ave., Building A
CITY: Geneva
ZIP CODE: 60134
TELEPHONE: 630-208-5113
FAX: 630-208-5110
E-MAIL: ^{Oznick}oznickjoseph@co.kane.il.us
CONTACT PERSON/TITLE:
^{Oznick}Joseph Oznick, Executive Director of Finance

JUDICIAL CIRCUIT AUTHORIZATION

Judith M. Brawka
CHIEF JUDGE NAME (please print)
Judith M. Brawka
CHIEF JUDGE SIGNATURE
May 23, 2013
DATE

FISCAL AGENT AUTHORIZATION

Chris Lauzen, Chairman
AUTHORIZED OFFICIAL/TITLE (PLEASE PRINT)
Chris Lauzen
AUTHORIZED OFFICIAL SIGNATURE
5-23-13
DATE

*AOIC APPROVED AWARD AMOUNT: \$4,625.00

EXHIBIT B

BUDGET SUMMARY

Administrative Office of the Illinois Courts
 FFY2012 Child Protection Data Courts Project

FISCAL AGENT: Kane County on behalf of the Sixteenth Judicial Circuit Court – Kane County.

Budget Line Items	Requested CIP Funds
Example: Personnel	\$14,560
Personnel	\$4,160.00
Fringe Benefits	\$0.00
Contractual	\$80.00
Travel	\$335.00
Supplies	\$50.00
Other	\$0.00
Total Direct Costs:	\$4,625.00

EXHIBIT B

BUDGET NARRATIVE

Administrative Office of the Illinois Courts
 FFY2012 Child Protection Data Courts Project

FISCAL AGENT: Kane County on behalf of the Sixteenth Judicial Circuit Court – Kane County.

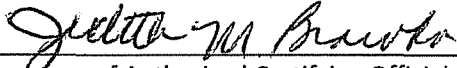
The Budget Narrative amounts must equal the total of each line item presented in the Budget Summary.

Budget Line Item	Justification	Total CIP Funds Requested
Example: Personnel	CPDC Data Intern: Avg. 20hrs/wk. x 52 wks. = 1040 hrs. x \$14 per hr. = \$14,560.	\$14,560
Personnel	CPDC Data Collector: Est. 20 hrs./wk x 13 weeks x \$16/hr. = \$4,160.00	\$4,160.00
Fringe Benefits		\$0.00
Contractual	Two luncheons for CPDC team meetings @ \$40/meeting = Est. = \$80.00	\$80.00
Travel	Statewide mileage for CPDC Data Coder training in Springfield: Hotel (\$65/night) + Mileage (\$.565/mile x approx. 380miles=\$214) + Per diem (\$28/day) \$56 Est. = \$335.00	\$335.00
Supplies	CPDC Meeting/Project supplies: Est. = \$50.00	\$50.00
Other		\$0.00

EXHIBIT C

Certification Regarding Maintenance of Effort
Administrative Office of the Illinois Courts
FFY2012 Child Protection Data Courts Project

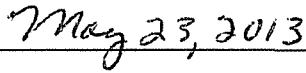
In accordance with the applicable program statutes(s) and regulations(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families through the Administrative Office of the Illinois Courts, for the specified activities to be performed under the **Child Protection Data Courts Project** by 16th Judicial Circuit, Kane County, Illinois (applicant name), will be in addition to, and not in substitution for, comparable activities previously carried on without federal assistance.



Signature of Authorized Certifying Official

Chief Judge

Title



Date

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Kane County	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Local Government Entity	
Address (number, street, and apt. or suite no.) 719 S. Batavia Avenue	Requester's name and address (optional)
City, state, and ZIP code Geneva, IL 60134	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	
Employer identification number								
3	6	-	6	0	0	6	5	8
5								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 5-1-13
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EXHIBIT D

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Name (as shown on your income tax return)
Kane County

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ **Government Entity**

Exempt payee

Address (number, street, and apt. or suite no.)
719 S. Batavia Ave.

City, state, and ZIP code
Geneva, IL 60134

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-			-			

Employer identification number									
3	6	-	6	0	0	6	5	8	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ **Erica Waggoner** Date ▶ **05-24-2013**

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.