



EXECUTIVE COMMITTEE AGENDA  
Room 400, Government Center

**Tuesday, January 10, 2006**

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – December 13, 2005
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
  - A. Executive Committee – Chairman Sweeney

1) Items to be Presented for Committee Action:

a) REAPPOINTMENTS:

**McLEAN COUNTY COOPERATIVE EXTENSION BOARD**

Ms. P. A. "Sue" Berglund

1019 East Olive Street

Bloomington, IL 61701

(One-year term to expire on November 30, 2006)

**McLEAN COUNTY COOPERATIVE EXTENSION BOARD**

Ms. Diane Bostic

907 Mitsubishi Motorway

Normal, IL 61761

(One-year term to expire on November 30, 2006)

**McLEAN COUNTY COOPERATIVE EXTENSION BOARD**

Mr. Bob Nuckolls

8 Scofield Court

Bloomington, IL 61704

(One-year term to expire on November 30, 2006)

**LAW AND JUSTICE COMMISSION MOBILE TEAM  
UNIT#8 DISTRICT**

Mr. Tari Renner  
1016 North Evans  
Bloomington, IL 61701  
(One-year term to expire on November 30, 2006)

**HINTHORN CEMETERY DISTRICT**

Ms. Dorothy Stewart  
2903 Pheasant Run  
Bloomington, IL 61701  
(Six-year term to expire on August 31, 2011)

**EMERGENCY TELEPHONE SYSTEM BOARD**

Chief Kent Crutcher  
Normal Police Department  
100 East Phoenix Street  
Normal, IL 61761  
(Four-year term to expire January, 2010)

**EMERGENCY TELEPHONE SYSTEM BOARD**

Chief Ted Lyons  
Chenoa Police Department  
Chenoa, IL 61726  
(Four-year term to expire January, 2010)

**EMERGENCY TELEPHONE SYSTEM BOARD**

Mr. Lee Klintworth  
309 2<sup>nd</sup>  
PO Box 94  
Anchor, IL 61720  
(Four-year term to expire January, 2010)

**EMERGENCY TELEPHONE SYSTEM BOARD**

Allan Griffith, M.D.  
BroMenn Health Care  
8 Franklin Ave.  
Normal, IL 61761  
(Four-year term to expire January, 2010)

**SOUTHEASTERN McLEAN COUNTY WATER AUTHORITY**

Mr. Jerome K. ("Jerry") Nord  
510 East Lincoln Street  
Saybrook, IL 61770  
(Three-year term to expire February 19, 2009)

b) APPOINTMENTS:

None

c) RESIGNATIONS:

None

- d) Request Approval to Enter into an Agreement With the Dietrich Lockard Group (DLG) to Perform a Survey, Analyze and Diagram the County's Wiring Infrastructure – Information Services 1-3
- e) Request Approval to Enter into an Agreement with the Dietrich Lockard Group (DLG) to Solicit Quotes for a Wireless Data Solution – Information Services 4-6
- f) Request Approval to Enter into an Agreement with Docview LLC to Supply a Scanner for the Sheriff's Records Department – Information Services 7-11
- g) Request Approval to Enter into a Beta-Testing Agreement with Devnet Inc. to Test CAMA (Computer Aided Mass Appraisal) System and Approval of the Confidentiality/Non-Disclosure Agreement – Information Services 12-18

2) Items to be Presented to the Board:

- a) General Report
- b) Other

B. Property Committee – Chairman Bostic

1) Items to be Presented for Committee Action:

- a) Request Approval of a Contract for the Renovations of Third Floor Government Center Building – County Administrator's Office 19-23
- b) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance (for Renovation of 3<sup>rd</sup> Floor Government Center), General Fund 0001, Facilities Management Department 0041, Government Center Program 0115 – County Administrator's Office 24-25

2) Items to be Presented to the Board:

- a) General Report
- b) Other

- C. Transportation Committee – Chairman Bass  
*(Transportation meeting to be held 8:00 a.m., Tuesday, January 10, 2006)*
- 1) Items to be Presented for Committee Action:
    - a) Request Approval of an Intergovernmental Agreement Between the City of Bloomington, the Town of Normal, and the County of McLean Regarding East Side Major Street (To be Considered by the Transportation Committee at 8:00 a.m., January 10, 2006) 26-27
    - b) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance For County Highway Fund 0120 – Highway Department 28
  - 2) Items to be Presented to the Board:
    - a) General Report
    - b) Other
- D. Finance Committee – Chairman Sorensen
- 1) Items to be Presented for Committee Action:
    - a) Request Approval of an Ordinance of the McLean County Board Amending the 2005 Combined Appropriation and Budget Ordinance for Grant Fund 0105, Asthma Grant and Wellness Incentives – Health Department 29-30
  - 2) Items to be Presented to the Board:
    - a) Request Approval of an Ordinance of the McLean County Board Setting Fees to be Charged by the McLean County Clerk for Second Copies of Birth and Marriage Certificates – County Clerk’s Office
    - b) Request Approval for Change in Polling Place for the Mt. Hope Township to the Former McLean-Waynesville Grade School, 101 N. West Street, McLean, IL – County Clerk’s Office
    - c) Request Approval of an Amendment to the Chapter 21 of the McLean County Code-Animals – Health Department
    - d) 2005 County Wellness Program Report and Request for Approval of the 2006 Wellness Program – Health Department
    - e) Request Approval of Position Classifications and Pay Ranges for Fiscal Year 2006 – County Administrator’s Office

- f) Request Approval of General Compensation Plan for Non-Union Employees for Fiscal Year 2006 – County Administrator’s Office
- g) Request Approval of a Professional Services Agreement with Costigan & Wollrab P.C. for Legal Services – County Administrator’s Office (*To be considered at a Stand-up Meeting*)
- h) Request Approval of Extension of Medical Leave County Employee to March 31, 2006 (*To be considered at a Stand-up Meeting*)
- i) General Report
- j) Other

E. Justice Committee – Chairman Renner  
*(Justice Committee Meeting to be held on Monday, January 9<sup>th</sup>)*

- 1) Items to be Presented for Committee Action:
  - a) Request Approval of Interagency Agreement #205207 between the Illinois Criminal Justice Information Authority and the Children’s Advocacy Center for the Implementation of the Child Advocacy Center Services Program – Children’s Advocacy Center 31-80
  - c) Request Approval of Interagency Agreement #205049 between the Illinois Criminal Justice Information Authority and the Children’s Advocacy Center for the Implementation of the Child Advocacy Center Services Program – Children’s Advocacy Center 81-133
  - d) Request Approval of a Transfer Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance – State’s Attorneys Office 134
  - e) Request Approval to Accept a Grant from the Illinois Criminal Justice Information Authority to Fund a Domestic Violence Multi-Disciplinary Team Program, Grant #602170 – State’s Attorneys Office 135-186
  - f) Request Approval to Accept a Grant from the Illinois Criminal Justice Information Authority to Fund a Domestic Violence Multi-Disciplinary Team Program, Grant #602174 – Court Services 187-240

- g) Request Approval to Accept a Grant from the Illinois Criminal Justice Information Authority to Fund a Domestic Violence Multi-Disciplinary Team Program, Grant #602171 – Sheriff's Department

241-294

- 2) Items to be Presented to the Board:
  - a) Request Approval of Clothing Bid with Ray O'Herron Co. for Police Uniforms and Equipment Purchases from February 1, 2006 to January 31, 2007 – Sheriff's Department
  - b) Request Approval of 2006 Vehicle Bids for Sheriff's Department and Coroner's Office – Sheriff's Department
  - c) General Report
  - d) Other

F. Land Use and Development Committee – Chairman Gordon

- 1) Items to be Presented to the Board:
  - a) Request Approval of Application for a Waiver of Preliminary Plan Requirements and a One Lot Final Subdivision Plat for the Mary and Tolan's Subdivision which is located in Lawndale Township at 2107 N 3075 East Road, Colfax
  - b) Request Approval of Application for a Waiver of Preliminary Plan Requirements and a One Lot Subdivision Plat for the Boitnott Subdivision which is located in White Oak Township at 22253 N. 1000 East Road, Carlock
  - c) General Report
  - d) Other

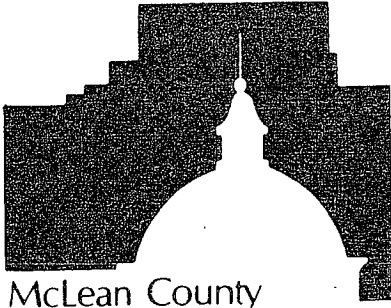
G. Report of the County Administrator

- 1) Items to be Presented to the Board:
  - a) General Report
  - b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment



McLean County

**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

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# Memo

**To:** McLean County Executive Committee and McLean County Board  
**From:** Craig Nelson, Director of Information Services  
**Date:** December 23, 2005  
**Re:** Professional Services Agreement with Dietrich Lockard Group.

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Information Services seeks approval to enter into an agreement with the Dietrich Lockard Group (DLG).

The agreement, attached, provides for DLG to perform a survey, analyze and diagram the County's current wiring infrastructure. This is in preparation for examining telephony options and assessing the readiness of the County's infrastructure for such a project.

Sufficient monies for this agreement in the amount of \$6,480 remain within the Fiscal Year 2005 budget.

Information Services respectfully requests permission to enter into the attached agreement.

Thank you



## Scope of Work

### Data Feasibility Study

Dietrich Lockard Group shall develop data design (LAN, WAN) alternatives for the County. The following activities shall be completed:

- Analyze information already collected by DLG.
- Work with McLean IS personnel one day, on-site.
- Follow up with questions to IS personnel via voice and email.
- Review the present data network infrastructure.
- Prepare design choices and options for network upgrade to support VoIP.
- Review choices and options with McLean IS personnel.

The following deliverables shall be prepared in a report:

- Visio diagram of present network.
- Description of the alternative network configurations with their advantages and disadvantages.
- Visio diagrams of the alternatives.
- Budgetary pricing and cost of ownership for the alternatives and optional add-ons.
- Draft report for review with McLean IS personnel for changes and approval.
- Recommendations based on County data environment.

These recommendations will include installation, maintenance, hardware and software upgrades, County IS standards and security considerations.

The completion of the Data Feasibility Study will put the County in the solid position of knowing exactly what is required to progress with the VoIP project.

### Data Feasibility- Summary

**Mode of Performance:** On-Site Interviews; site walkthrough; attendant study; review existing DLG data on the County; review of cabling and network documentation.

**Deliverables:** Feasibility Study Report and Recommendations

**Completion Indicator:** Approval of Feasibility Report by McLean County

**Estimated Duration (Weeks):** 2 – 3 weeks

**Fixed Fee:** \$6,480

**Travel & Living Expenses:** Included





**CONSULTING FEES AND EXPENSES**  
**For**  
**Data Feasibility Study**

DLG's total fee for the Data Feasibility Study is \$6,480.00. Travel and living expenses are included for the scope of work stated herein. The fee is payable as follows:

<b>Milestone</b>	<b>Fee</b>	<b>Due upon Delivery and Acceptance by the County</b>
Contract Signing	\$1,296	Signed Contract
Data Feasibility Study	\$5,184	Feasibility Report & Recommendations
<b>TOTAL</b>	<b>\$6,480</b>	

An invoice will be provided to the County upon acceptance of each of the Deliverable milestones. Dietrich Lockard Group will begin work immediately upon notification from the County.

If significant changes in the program occur, appropriate changes will be made in DLG's fee for the balance of the program. Any significant changes in the program will be billed at \$180 per consultant hour, after consultation with, and written approval from The County.

This agreement may be cancelled by either party upon written notice, in which case all fees incurred to date of cancellation are due and payable.

*Accepted for:*

*Accepted for:*

**MCLEAN COUNTY GOVERNMENT**

**DIETRICH LOCKARD GROUP, INC.**

\_\_\_\_\_  
*Signature*

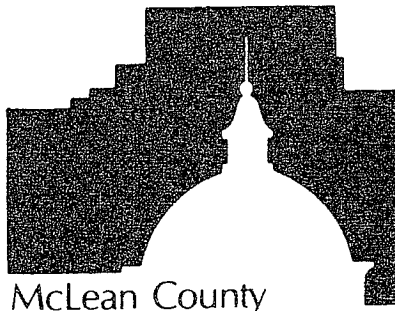
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*Date*

\_\_\_\_\_  
*Date*



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# Memo

**To:** McLean County Executive Committee and McLean County Board  
**From:** Craig Nelson, Director of Information Services  
**Date:** December 23, 2005  
**Re:** Professional Services Agreement with Dietrich Lockard Group.

---

Information Services seeks approval to enter into an agreement with the Dietrich Lockard Group (DLG).

The agreement, attached, provides for DLG to solicit quotes for a wireless data solution that will be implemented within the County's network. DLG will prepare specifications and evaluate proposed wireless solutions based upon criteria that is anticipated to leverage the wireless solution's relationship with potential telephony solutions.

Sufficient monies for this agreement in the amount of \$5,760 remain within the Fiscal Year 2005 budget.

Information Services respectfully requests permission to enter into the attached agreement..

Thank you



## Scope of Work

### Wireless Consulting

Dietrich Lockard Group shall develop wireless system infrastructure requirements that encompass both voice and data for the County. The following activities shall be completed:

- Prepare the wireless voice and data requirements against which the vendors will be evaluated, for review and approval by McLean IS personnel.
- Request updated quotation from vendor who has already submitted a quotation
- Request quotations from two additional vendors with the necessary voice as well as data credentials. (For a total of 3 vendor quotations).
- Invite the vendors to present in person or via Webinar for McLean IS and DLG.
- Conduct reference checks.

The following deliverables shall be prepared in a report:

- Evaluate the vendor proposals.
- Review draft evaluation with McLean IS personnel.
- Provide a written recommendation of vendor selection, complete with supporting documentation.

The completion of the Wireless Consulting project will allow the County to make a strategic purchase of its wireless system. Testing could be conducted for the VoIP wireless handsets of the vendors competing for the County's telephone system award.

### Data Feasibility- Summary

**Mode of Performance:** Prepare requirements for vendors; execute additional RFQs, schedule vendor presentations, perform vendor reference checks, evaluate proposals, make recommendation for vendor selection.

**Deliverables:** Wireless Consulting

**Completion Indicator:** Approval of Consulting Project by McLean County

**Estimated Duration (Weeks):** 2 – 3 weeks

**Fixed Fee:** \$5,760

**Travel & Living Expenses:** Included



**CONSULTING FEES AND EXPENSES**  
**For**  
**Wireless Study**

DLG's total fee for the Wireless Study is \$5760.00. Travel and living expenses are included for the scope of work stated herein. The fee is payable as follows:

<b>Milestone</b>	<b>Fee</b>	<b>Due upon Delivery and Acceptance by the County</b>
Contract Signing	\$1,156	Signed Contract
Wireless Study	\$4,604	Vendor Evaluation & Recommendations
<b>TOTAL</b>	<b>\$5,760</b>	

An invoice will be provided to the County upon acceptance of each of the Deliverable milestones. Dietrich Lockard Group will begin work immediately upon notification from the County.

If significant changes in the program occur, appropriate changes will be made in DLG's fee for the balance of the program. Any significant changes in the program will be billed at \$180 per consultant hour, after consultation with, and written approval from The County.

This agreement may be cancelled by either party upon written notice, in which case all fees incurred to date of cancellation are due and payable.

*Accepted for:*

**MCLEAN COUNTY GOVERNMENT**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

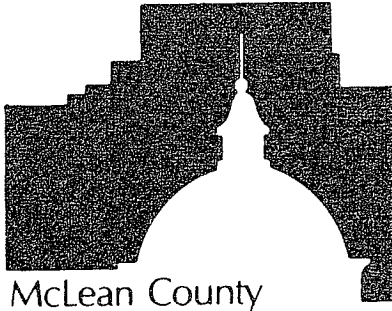
*Accepted for:*

**DIETRICH LOCKARD GROUP, INC.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
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# Memo

**To:** McLean County Executive Committee and McLean County Board  
**From:** Craig Nelson, Director of Information Services  
**Date:** December 23, 2005  
**Re:** Tracview Accident Reporting Service

---

Information Services seeks approval to enter into an agreement with Docview LLC of Lansing, Michigan.

The agreement, attached, is a no-cost agreement with Docview, LLC, and has been reviewed with the Sheriff and the personnel in his records area.

Docview will supply McLean County Government with a scanner for the Sheriff's records department. At the end of each day, the accident reports will be scanned by the Sheriff's department and submitted to Docview using the Tracview software product.

These accident reports are then made available to citizens, insurance companies, etc for the standard \$5.00 report cost charged by the Sheriff's department, and a \$5.00 convenience fee charged by Tracview. Reports will continue to be available at the Records window area as they always have been, for the standard \$5.00 cost.

Enclosed is a list of agencies and insurance companies currently already utilizing Tracview.

Information Services respectfully requests permission to enter into the attached agreement..

Thank you

Service Agreement

This Service Agreement dated this \_\_\_\_\_ day of, \_\_\_\_\_ 2005

BETWEEN:

**DOCVIEW, LLC** of 4940 Contec Drive, Lansing, Michigan 48910

- AND -

**McLean County Information Services** of 104 W Front St., Bloomington, IL 61701 (herein referred to as "LEA")

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Service Agreement, the parties to this Agreement agree as follows:

**Responsibilities and Compensation for each Party**

1. DOCVIEW, LLC will deliver the following goods: a TWAIN compatible duplex scanner approximately one week before scheduled implementation.
2. The "LEA" will accept the sum of \$5.00 for each report downloaded by an Insurance Company within 45 days of the actual download. A \$5.00 compensation will also be provided to the "LEA" for any report that is downloaded by a citizen or other entity (including Insurance Adjusters, Law Firms, Road Commissions, or other government agencies where fees are assessed, etc.). All participating police agencies have free access to the reports that are scanned to the TRACView system. This compensation will be provided to the "LEA" from DOCVIEW, LLC via check or direct deposit.
3. The "LEA" will scan or electronically send all traffic accident reports to the TRACView System within 24 hours of completion. This does not include weekends or Holidays as defined by employee contractual agreements.
4. The "LEA" will direct all Insurance Companies and other entity requests for traffic accident reports to the TRACView system within 30 days of implementation of TRACView. "LEA" will return all mailed purchase request within 45 days or sooner of implementation.
5. The "LEA" understands that any legally documented Insurance Agency, "LEA" or other entity deemed appropriate by the "LEA" and DOCVIEW, LLC may access the traffic accident images. The "LEA" authorized agent signing this agreement acknowledges this waiver.

**Claims**

6. DOCVIEW, LLC will provide a replacement scanner if the scanner fails to function properly within the first 30 days of use.

**Excuse for Delay or Failure to Perform**

- 7. DOCVIEW, LLC or the "LEA" will not be liable in any way for a delay, non-delivery or default due to labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the DOCVIEW, LLC or the "LEA".

**Cancellation**

- 8. DOCVIEW, LLC and "LEA" reserve the right to cancel this Agreement. Notice of cancellation in writing to the "LEA" or to DOCVIEW, LLC shall be made 30 day prior to the cancellation date. If equipment is provided by DOCVIEW, LLC and cancellation occurs within the first year, all equipment must be returned. If the "LEA" does not notify the DOCVIEW, LLC prior to the end of the first year, this agreement will be extended for succeeding one year periods unless either party notifies the other in writing at least 30 days prior to cancellation.

**Notices**

- 9. Any notice to be given or document to be delivered to either the DOCVIEW, LLC or "LEA" pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified above.

IN WITNESS WHEREOF the parties have executed this Service Agreement on this \_\_\_\_\_ day of, \_\_\_\_\_ 2005.

**McLean County Information Services**

**DOCVIEW, LLC**

\_\_\_\_\_  
Agency Management

\_\_\_\_\_  
DOCVIEW Management

\_\_\_\_\_  
Agency Witness

**The TRACView Accident Report Solution**

presented by **Sarah Gheen**  
email: [sgheen@tracview.com](mailto:sgheen@tracview.com)  
phone: (517) 410-0793  
fax: (517) 394-7997

**Who's Using TRACView**

The following 64 law enforcement agencies are successfully using TRACView to manage their accident reports:

**Colorado**

- Ft. Collins Police Department

**Illinois**

- Naperville Police Department

**Michigan**

- Allegan County Sheriff Office
- Ann Arbor Police Department
- Auburn Hills Police Department
- Battle Creek Police Department
- Bay County Sheriff Office
- Beverly Hills Police Department
- Bloomfield Hills Public Safety
- Chesterfield Township Police Dept.
- Clinton County Sheriff Office
- East Lansing Police Department
- Eastpointe Police Department
- Farmington Public Safety
- Franklin Police Department
- Fraser Dept. of Public Safety
- Genesee County Sheriff Office
- Grosse Pointe Woods Public Safety
- Grosse Pointe Farms Police Department
- Harper Woods Police Department
- Hazel Park Police Department
- Huntington Woods Police Department
- Ingham County Sheriff Office
- Ionia County Sheriff Office
- Isabella County Sheriff's Office
- Kalamazoo Township Police Dept.
- Lansing Police Department
- Lathrup Village Police Department
- Livonia Police Department
- Macomb County Sheriff's Office
- Madison Heights Police Department
- Marine City Police Department
- Marysville Police Department
- Michigan State University Police Department
- Milford Police Department
- Montcalm County Sheriff Office
- Mount Clemens Police Department
- Mount Pleasant Police Department
- Muskegon County Sheriff Department
- Muskegon Police Department



- Northville Police Department
- Oak Park Police Department
- Oakland County Sheriff Office
- Orchard Lake Police Department
- Pontiac Police Department
- Rochester Police Department
- Roseville Police Department
- Royal Oak Police Department
- South Lyon Police Department
- St Clair Shores Police Department
- St Joseph County Sheriff's Office
- St. Clair Police Department
- Sylvan Lake Police Department
- Troy Police Department
- Utica Police Department
- Western Michigan University PD
- Warren Police Department
- Washtenaw County Sheriff Office
- Waterford Township Police Department
- White Lake Tsp Police Department
- Wixom Police Department
- Wolverine Lake Police Department
- Wyoming Police Department

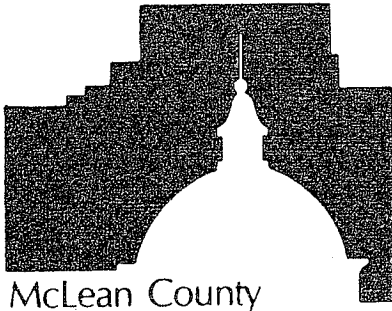
## Tennessee

- Johnson City Police Department

## Member Insurance Companies

The following insurance companies are just some of those using TRACView on a daily basis to access accident reports quickly, efficiently and economically.

- Allstate
- Auto-Owners
- Bristol West
- Choicepoint
- Cincinnati Insurance
- Enterprise Rent-A-Car
- Farm Bureau
- Farmers
- GMAC Insurance
- Hastings Mutual
- Liberty Mutual
- Metropolitan Reporting Bureau
- Michigan Insurance
- Nationwide
- North Pointe
- Progressive
- Prudential
- State Farm
- Titan



McLean County

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# Memo

**To:** McLean County Executive Committee and McLean County Board  
**From:** Craig Nelson, Director of Information Services  
**Date:** January 5, 2006  
**Re:** Devnet CAMA System

---

Information Services seeks approval to enter into a beta-testing agreement with Devnet Inc. The product to be tested is their recently developed CAMA (Computer Aided Mass Appraisal) System.

The system has been reviewed by Information Services and the Office of the Supervisor of Assessments. Both of these offices as well as the offices of the County Clerk and the Office of the Treasurer support entering into the attached agreement.

The confidentiality/non-disclosure agreement, also attached, has been reviewed by the Civil State's Attorney.

The software will be provided at no cost to McLean County; in turn McLean County will report program bugs, errors and desired enhancements to Devnet.

Information Services respectfully requests permission to enter into the attached agreements..

Thank you

## DEVNET CAMA SYSTEM BETA TESTING AGREEMENT

### What is beta testing?

Beta testing is the final testing phase in the development of a software application prior to its official release. The purpose of beta testing is to get an application in the hands of users that can be trusted to perform the following tasks:

- Finding bugs in the new software application
- Suggesting features that are missing but required for proper operation of the application
- Suggesting changes that would improve the existing functionality in the new application
- Suggesting other features that would add value to the new software application
- Providing other feedback on the overall experience with the new software application

Beta testing is not only an important part of the software development process, but also provides a unique and exciting opportunity for the developers of the software to network with existing customers and potential users of the new software application.

### What is being Tested?

DEVNET is providing this opportunity to beta test its exciting new product, the DEVNET CAMA (Computer-Aided Mass Appraisal) System. The DEVNET CAMA System is a feature-rich appraisal system that provides Assessors with a suite of tools for performing everyday assessment and appraisal tasks. The DEVNET CAMA System was designed to use appraisal manuals from the Illinois Department of Revenue and Marshall & Swift, but can be configured to use virtually any other appraisal manual or combination of manuals available.

Certain counties may also be testing additional Parcel Maintenance functionality. The new Parcel Maintenance functionality is designed to replace the existing Parcel Maintenance and related screens, such as Name Maintenance, Exemption Maintenance, and Assessment Maintenance.

### What Beta Testers can Expect from DEVNET

Please see the included **CAMA Overview** for a detailed explanation of the functionality present in the DEVNET CAMA System.

In addition to the CAMA system itself, beta testers can look forward to the same quick response times they have become accustomed to from DEVNET. Beta testers will have direct access to DEVNET development staff during the testing cycle, eliminating any loss in translation from programming staff to customer.

Beta testers will receive a README with each new CAMA release outlining the changes since the last release, bug fixes, known issues, and what items need additional testing by users. New beta releases will occur every one to two weeks, and more often if any critical issues are discovered.

# DEVNET INC. THE SOFTWARE DEVELOPER'S NETWORK

As a thank you for participating in the beta testing of the DEVNET CAMA System, beta testers will receive the following from DEVNET:

- One free license of APEX IV sketching software
- One free LEADTOOLS image processing license
- License/Support cost savings for the DEVNET CAMA System. Contact DEVNET for specifics regarding your site.

## What DEVNET Expects from Beta Testers

DEVNET expects beta testers to provide feedback on every aspect of their experience with the DEVNET CAMA System. The only way this feedback can be provided is through the regular use of the DEVNET CAMA System.

More specifically, DEVNET is looking for beta testers to report on the following items in the DEVNET CAMA System:

- Software bugs
- Features that are missing but required for proper operation of the application
- Changes that would improve the existing functionality in the CAMA System
- Suggesting other features that would add value to the DEVNET CAMA System
- Providing other feedback on the overall experience with the CAMA System

Both positive and negative feedback is encouraged.

DEVNET, Inc. may, at its sole discretion, choose to terminate a beta testing agreement at any time. While the need to exercise this option is not expected, it may become necessary to terminate the agreement with a beta tester that is not satisfying expectations.

## System Requirements

DEVNET, Inc. strives to make the best use of available technologies. Most modern PCs are capable of displaying much more information on the screen than they are configured to. In order to create the most clear, concise, and eye-pleasing presentation of appraisal data, your PC **must** be set to use a screen resolution of 1280x1024 pixels with normal font size.

## Important Considerations

Please keep in mind that software in beta testing is not a finished product. As such, there may be bugs that cause the occasional loss or corruption of data. While DEVNET is unaware of any such problems at this time, there is always a possibility of their occurrence.

At the end of the beta testing period, it may be necessary to erase all data generated during the beta testing cycle. While DEVNET will try to avoid this scenario, you may voluntarily choose to have DEVNET erase your testing data at the end of the beta test.

**Non-Disclosure Agreement (NDA)**

Each beta tester will be required a separate NDA prior to installation of the DEVNET CAMA System. Failure to sign this NDA will result in the disqualification of the beta testing offer.

**Agreement and Consent**

I hereby give my consent, as an authorized representative of \_\_\_\_\_, to become a beta tester for the DEVNET CAMA System. Furthermore, I agree to all terms and items set forth in the DEVNET CAMA SYSTEM BETA TESTING AGREEMENT above.

Signed and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Authorized Representative of \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2005

\_\_\_\_\_  
Michael Gentry, President  
DEVNET, Inc.

**CONFIDENTIALITY AGREEMENT**  
Including Non-circumvention

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between DEVNET Inc. (hereinafter "DEVNET" or the "Disclosing Party") and the undersigned parties (individually or collectively "the undersigned" or "Receiving Party(ies)") as a prerequisite to exchange of information regarding database structures and other proprietary information.

W I T N E S S E T H :

WHEREAS, DEVNET proposes to provide the undersigned with certain confidential information; and

WHEREAS, DEVNET desires to protect its rights with respect to the confidentiality of the information provided pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

**1. Confidential Information.** For purposes of this Agreement, "Confidential Information" shall mean: any and all software source code, database structures, passwords, proprietary techniques, products, formulas, inventions, discoveries, formats, patents, processes, Disclosing Party's business plans, agreements, research, programs, teaching techniques, trade secrets, research and development, specifications, data, projections and customer and supplier identities and characteristics, customer lists, customer leads or potential customers, marketing strategies, copyrightable works of authorship, trademarks and service marks, and like information. Confidential Information shall also be defined broadly and shall include the following: (a) any information that has commercial value or other utility in the business of Disclosing Party or that Disclosing Party is likely to engage in; and (b) any information which, if disclosed, would be detrimental to Disclosing Party or its Customers, whether or not such information is identified as Confidential Information.

**2. Effective Date.** This Agreement shall become effective on the earlier of the first date of execution of this Agreement or the date that any Confidential Information (as defined herein) was or is first disclosed to Receiving Party, whichever comes first.

**3. Non-Disclosure.** Receiving Party acknowledges that the Confidential Information is essential to the goodwill of the business of Disclosing Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of Disclosing Party. Receiving Party shall not use for its own benefit, publish, or otherwise disclosure to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any of the Confidential Information. Receiving Party shall carefully restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access in order to participate on behalf of Receiving Party in the analysis and negotiation of a business relationship or any contract or agreement, or the advisability thereof, with Disclosing Party.

Receiving party warrants and represents that Receiving party will advise each of the persons to whom Receiving Party provides access to any of the Confidential Information under the foregoing sentence that such persons are strictly prohibited from making any use, publishing, or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of Disclosing Party, and of the Confidential Information. Receiving party shall take all necessary action to protect the confidentiality of the Confidential Information, except for its disclosure as stated in this paragraph, and agrees to indemnify Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement. In the event of termination (voluntary or otherwise) of this Agreement, Receiving Party agrees that he/she/it will protect the value of the Confidential Information of Disclosing Party and will prevent their misappropriation of disclosure. Receiving Party will not disclose or use to his/her/its benefit (or benefit of a third party) or to the detriment of Disclosing Party or its Customers any Confidential Information.

**4. Non-Circumvention.** As a condition to entering into this Agreement, Receiving Party agrees that he/she/it will not disrupt, damage, impair, or interfere with the business of Disclosing Party by way of interfering with or raiding Disclosing Party's employees, or disrupt Disclosing Party's relationships with its customers, potential customers, agents, vendors, representatives, or otherwise.

**5. Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties. This Agreement may not be assigned by the Receiving Party in whole or part without the written consent of DEVNET.

**6. Remedies.** The Receiving Party recognizes that failure to adhere to the terms of this Agreement will cause the Disclosing Party irreparable damage for which monetary damages alone would be inadequate compensation. In the event of a breach or a threatened breach of the terms of this Agreement, the Disclosing Party shall have the right to obtain an injunction against the Receiving Party and/or any persons and/or entities to whom the Receiving Party has improperly provided the Confidential Information. Neither the Receiving Party nor any such person shall claim in any action commenced by the Disclosing Party seeking such an injunction, that the Disclosing Party has an adequate remedy at law or request the showing or proving of actual damage sustained by the Disclosing Party. The Receiving Party and such persons consent to the entry of such an injunction and waive the making of a bond as a condition for obtaining such relief. Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to them at law or in equity.

In particular, and without limitation, the Receiving Party agrees that should they, or any related entity, either directly or indirectly, benefit from the Confidential Information or from a transaction involving the Confidential Information, other than a transaction subsequently agreed to by the Disclosing Party, then the disclosing Party shall have a constructive trust in all proceeds from such transaction.

**7. Attorney Fee Recovery.** If any legal action, including an action for injunction or declaratory relief, is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party. Such attorney's fees shall be in addition to any other relief to which the prevailing party may be entitled.

**8. Severability.** In the event that one or more provisions contained in this Agreement should for any reason be held unenforceable in any respect, such provision shall be unenforceable for the purpose for which it is held unlawful but shall be continued to be enforceable for the purposes that are lawful. Such enforceability shall not affect any other provisions hereof.

**DEVNET, Inc.** (disclosing party)  
An Illinois corporation

By: \_\_\_\_\_

Its: President

\_\_\_\_\_ (receiving party)

By: \_\_\_\_\_

Its: \_\_\_\_\_



**CONTRACT FOR RENOVATIONS OF 3<sup>rd</sup> FLOOR GOVERNMENT CENTER  
BUILDING**

This contract is made and entered into as of the 6<sup>th</sup> day of December, 2005 between the Public Building Commission of McLean County, Illinois ("PBC"), the City of Bloomington, McLean County, Illinois ("City"), and the County of McLean, Illinois ("County").

**RECITALS**

A. The PBC is the owner of the premises at 115 E. Washington Street, Bloomington, Illinois commonly known as the Government Center Building (the "Building") which is leased to both the City and the County for use by those respective entities for various governmental offices.

B. The PBC acquired title to the property from the City <sup>and County</sup> and proceeded to issue bonds to finance certain renovations in the Building prior to its occupancy by the City and the County, except that no renovation or remodeling was done to the 3<sup>rd</sup> floor of the Building because it was occupied by National City Bank under a written lease.

C. National City Bank has now vacated the entire 3<sup>rd</sup> floor of the Building and it is now necessary to renovate and remodel the 3<sup>rd</sup> floor so that it may be occupied by offices of either the City or the County or both.

D. The City and the County have both requested the PBC to contract with Young Architects to prepare the necessary plans and specifications for the renovation and remodeling (the "Project") and to thereafter advertise for bids for the Project and let contracts for the work necessary to complete the Project.

E. The cost of the Project including all architectural, advertising and legal fees as well as all construction costs shall be born equally by the City and the County.

F. The parties wish to set forth their agreements with reference to the completion of the Project and the method of payment for the same.

IT IS THEREFORE AGREED by the parties hereto as follows:

1. The PBC agrees to contract with Young Architects to prepare all of the necessary plans and specifications for the Project.

2. The PBC agrees to take bids for all work necessary to complete the Project following the necessary publication advertising the Project for bids.

3. The PBC agrees, upon receipt of an acceptable bid for the Project, to enter into a contract with the successful bidder and to complete the Project in accordance with the plans and specifications and, upon completion of the Project, turn over possession of the 3<sup>rd</sup> floor to the City and/or County.

4. Attached hereto and made a part hereof is the cost estimate of Young Architects for completion of the Project, including all architectural and engineering fees in the total amount of \$1,613,708.00. In addition, it is estimated that publication fees for construction bids for the Project and legal fees of the PBC will total \$15,000.00 making the total estimated costs for the Project of \$1,628,708.00.

5. Upon the execution of this agreement the City and County each agree to pay to the PBC the sum of \$814,354.00 being 50% of the total projected cost of \$1,628,708.00.

6. Included in the total projected cost of \$1,628,708.00 is \$1,480,708.00 for the Project itself excluding architectural and engineering fees. The City and County each agree that in the event the total construction costs as evidenced by the contract executed by the PBC and the contractor exceeds \$1,480,708.00 they each will, promptly upon the execution of said contract by the PBC, pay to the PBC 50% of the difference between the total of the contract and the \$1,480,708.00 of estimated construction costs.

7. In the event that the total construction costs including change orders, architectural fees, legal fees of the PBC, advertising expenses and any other expenses incurred by the PBC in connection with the Project exceeds the total amount paid to the PBC by the City and County pursuant to the provisions of paragraphs 5 and 6 immediately above, the City and County each agree to pay 50% of such excess amount to the PBC promptly upon being billed for the same by the PBC.

8. In the event that the total cost of the Project including all architectural and engineering fees, change orders, legal fees of the PBC, advertising for bids and all other expenses are less than the total amounts paid to the PBC by the City and County, the PBC agrees to refund to the City and County each, 50% of the unused amount. Such refund shall only occur after all expenses of the Project have been paid and the architect has issued its certificate of completion.

9. This contract contains the entire agreements and understandings between the parties and it may not be amended or modified in any way except by a writing executed by all parties.

IN WITNESS WHEREOF the parties have set their hands by their duly elected representatives on the date set opposite their respective signatures.

COUNTY OF McLEAN

By: \_\_\_\_\_  
Chairman, County Board-Date

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

PUBLIC BUILDING COMMISSION  
OF McLEAN COUNTY, ILLINOIS

By: \_\_\_\_\_  
It's Chairman-Date

ATTEST:

\_\_\_\_\_  
It's Secretary

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
It's Mayor-Date

ATTEST:

\_\_\_\_\_  
City Clerk

day-F:\USERS\DAVID\FBC\CONTRACT FOR RENOVATIONS OF 3rd GOVERNMENT CENTER BUILDING.doc

**Government Center Third Floor Project 2006**  
**Opinion of Probable Cost November 29, 2005**

Third Floor Construction - Floor Area - 14,763 sq. ft. @ \$85.00/sq. ft.	\$ 1,254,855
New Drapes, regular and blackout	<u>25,000</u>
	<b>\$ 1,279,855</b>

**Other Items to be Considered in the Building**

**Basement South and West Corridors**

New Lighting - 8 Scones @ \$150	\$ 1,200
New Carpet - 33 sq. yds. @ \$24.50	800

**Electrical Vault South End**

Clean and inspect terminals, buss bars and transformer	3,750
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**Basement Emergency Lighting**

Rewire lighting throughout basement to provide emergency lighting 19 @ \$200	3,800
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**Sidewalk Freight Elevator**

Provide new frame and doors	2,750
Replace electrical service for GFI	200

**Mezzanine**

**Center stairwell which was extended to the 3rd and 4th floors.**

Add emergency lighting - 5 @ \$200	1,000
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**North Stair from Mezzanine**

Replace 5 light fixtures	1,000
Add emergency lighting - 3 @ \$200	600

**2nd Floor**

Try to increase perimeter baseboard heating in Mark Huber's office	\$ 4,500
Revise ductwork in South mechanical room to reduce noise in adjacent office (Ken Emmons)	12,500
Investigate low air flow condition in North end	3,500

**Fourth Floor**

Construct new hall at North end connecting existing hall to North West stair	45,000
Provide sound, data and power outlets in the middle of the County Board Room (By Thompson Electronics - (Estimated)	1,500

**Penthouse**

Add new air intake motorized louver to provide more fresh air	2,000
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**Roof**

Replace South West exhaust fan	<u>750</u>
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**Total Other Items Considered** \$ 84,850

**Total Third Floor Construction Cost** 1,279,855

**Total Construction Cost** \$ 1,364,705

Design contingency @ 1% 13,650

Construction contingency @ 7.5% 102,353

**\$ 1,480,708**

Architectural and Engineering flat fee which includes all preliminary design work, all architectural, mechanical, electrical and plumbing construction drawings and specifications, and all construction phase shop drawing reviews, job site observation and contract administration work 133,000

**Total** \$ 1,613,708

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2006  
Combined Annual Appropriation and Budget Ordinance  
General Fund 0001, Facilities Management Department 0041,  
Government Center Program 0115**

**WHEREAS**, the McLean County Board, on November 15, 2005, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2006 Fiscal Year beginning January 1, 2006 and ending December 31, 2006; and,

**WHEREAS**, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the Facilities Management Department 0041, Government Center Program 0115; and,

**WHEREAS**, the City of Bloomington (the "City") and McLean County (the "County") have both requested that the Public Building Commission of McLean County, Illinois (the "PBC") prepare the necessary plans and specifications for the renovation and remodeling of the third floor of the Government Center (the "Project) and to thereafter advertise for bids and award contracts for the work necessary to complete the project; and,

**WHEREAS**, pursuant to the Contract for Renovation of the Third Floor of the Government Center that has been approved by the City, the County, and the PBC, the cost of the Project including all architectural, advertising and legal fees as well as construction costs shall be equally divided between the City and the County; and,

**WHEREAS**, pursuant to the Contract for Renovation of the Third Floor of the Government Center that has been approved by the City, the County, and the PBC, the cost estimate for completion of the Project, including all architectural and engineering fees, advertising, and legal fees, is \$1,628,708.00; and,

**WHEREAS**, pursuant to the Contract for Renovation of the Third Floor of the Government Center that has been approved by the City, the County, and the PBC, the City and the County each agree to pay to the PBC the sum of \$814,354.00, which is equal to 50% of the total cost estimate for the Project; and,

**WHEREAS**, pursuant to the Contract for Renovation of the Third Floor of the Government Center that has been approved by the City, the County, and the PBC, the County's share of the amount now due to the PBC is equal to \$407,177.00; and,

**WHEREAS**, the Property Committee, at its regular meeting on Thursday, January 5, 2006, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance, Facilities Management Department 0041, Government Center Program 0115; now, therefore,

(2)

**BE IT ORDAINED** by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$407,177.00 and to amend the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0400.0000 Unappropriated Fund Balance:	\$ 0.00	\$407,177.00	\$407,177.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the Facilities Management Department 0041, Government Center Program 0115 the following appropriation:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Facilities Management Department 0041 0001-0041-0115-0768.0001 PBC Reimbursement:	\$ 0.00	\$407,177.00	\$407,177.00

- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

**ADOPTED** by the County Board of McLean County this 17th day of January, 2006.

**ATTEST:**

**APPROVED:**

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Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

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Michael F. Sweeney, Chairman  
McLean County Board

**INTERGOVERNMENT AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON, THE TOWN OF NORMAL, AND  
THE COUNTY OF MCLEAN**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220\1 *et.seq.*, permit and encourage local governments to enter into intergovernmental agreements to obtain or share services or to exercise combine or transfer powers and functions and:

**WHEREAS**, the Town of Normal is a municipal corporation, the City of Bloomington is a municipal corporation and the County of McLean is a body corporate and politic and;

**WHEREAS**, it is in the best interest of the public health, safety and welfare that a major road be planned for the unincorporated area of McLean County East of the Town of Normal and East of the City of Bloomington and;

**WHEREAS**, the planned major road will provide ready access from I-55, US 51 and I-74 to The Central Illinois Regional Airport; and

**WHEREAS**, the planned major road will improve traffic flow and contribute and assist in community development and;

**WHEREAS**, consensus between the governing bodies on the adoption and implementation of the comprehensive plan leads to wise land use, and

**WHEREAS**, the Town of Normal, The City of Bloomington and the County of McLean deem it to be in the best interests of the citizens of all of McLean County to enter into an Intergovernmental Agreement to complete an alignment study and which sets forth the location of the planned major street and prohibits building in the designated area and:

**WHEREAS**, the County of McLean has passed a Resolution to amend the Comprehensive Plan to show the East Side Highway Corridor, and to forbid the construction of building in the right-of-way of said East Side Highway Corridor; and

**WHEREAS**, Federal high priority funds in the amount of \$800,000 of have been appropriated for a study to lay out the exact alignment of the East Side Highway and

**WHEREAS**, the County has applied for an additional \$150,000 of Illinois Tomorrow funds to further supplement the cost of the study and

**WHEREAS**, the County of McLean, the City of Bloomington and the Town of Normal hereby agree with said East Side Highway Corridor, now, therefore,

The County of McLean, the City of Bloomington, and the Town of Normal hereby agree to split equally the local share, being the share not paid by state or federal funds, of the cost of the alignment study.



The County of McLean, the City of Bloomington and the Town of Normal hereby agree that as territory may be annexed to the respective municipalities that they will forbid the construction of buildings in said East Side Highway Corridor as now shown, and as may be exactly aligned in the future.

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor Steve Stockton (date)  
City of Bloomington

\_\_\_\_\_  
Tracy Covert  
City Clerk

\_\_\_\_\_  
Mayor Christopher Koos (date)  
Town of Normal

\_\_\_\_\_  
Wendy Briggs  
Town Clerk

\_\_\_\_\_  
Chairman Michael F. Sweeney (date)  
McLean County Board

\_\_\_\_\_  
Peggy Ann Milton  
County Clerk

Y:\Hug\documents\east side major street

**AN EMERGENCY APPROPRIATION ORDINANCE  
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2005,  
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE  
COUNTY HIGHWAY FUND 0120, DEPARTMENT 0055, PROGRAM 0056**

WHEREAS, the McLean County Board, on November 16, 2004 adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County Highway Department 0055, County Highway Fund 0120; and

WHEREAS, the operating budget for the County Highway Department includes purchase of Right-of-Way; and

WHEREAS, during the fiscal year 2005, Right-of-Way needs to be purchased for the upgrade of County Highway 29; and

WHEREAS, the Transportation Committee, on Tuesday, January 10, 2006, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$130,000.00 to account for the added expenditures greater than the budgeted appropriation;

NOW THEREFORE BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an emergency appropriation from the unappropriated fund balance of the County Highway Fund 0120 the amount of \$ 130,000.00 as follows:
  
2. That the County Auditor is directed to add to the appropriated budget of the County Highway Department 0055, County Highway Fund 120, the following appropriation:  

0120-0055-0056-0820-0001	\$130,000.00
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3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the County Engineer of the County Highway Department.

ADOPTED by the County Board of McLean County this 17<sup>th</sup> day of January 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

An Ordinance of the McLean County Board  
Amending the 2005 Combined  
Appropriation and Budget Ordinance for Fund 0105

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2005 appropriation in Fund 0105 Preventive Health Grant program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0410-0035 Unclassified Revenue in Fund 0105, Department 0061, Program 0067, by \$5,550 from \$0 to \$5,550.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0105, Department 0061, Program 0067, Preventive Health Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0612-0003	Educational Materials	\$14,704	\$ 2,050	\$16,754
0701-0001	Advertising	\$14,282	\$ 3,500	\$17,782
TOTALS:		\$28,986	\$ 5,550	\$34,536

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of  
the McLean County Board of  
the County of McLean

\_\_\_\_\_  
Michael F. Sweeney Chairman of the  
McLean County Board

F:\adm\budg\05Asthmaamend

Budget Amendment Narrative  
Grant Fund 0105  
Asthma Grant and Wellness Incentives

The McLean County Health Department received two small grants from the Illinois Department of Public Health to provide and coordinate asthma prevention activities in McLean County. The grant was primarily utilized for advertising and promoting asthma prevention activities conducted and coordinated by the Health Departments Health promotion Department. The two grants combined covered parts of two County fiscal years but required an amendment to the FY2005 Budget for the period January 1, 2005 through December 31, 2005. The two grant components consisted of \$2,500 for the period 1/1/05 through 10/29/05 and \$1,000 for the period 10/30/05 through 12/31/05.

In addition to the Asthma Grant program added in FY2005 the Health Department is asking to amend the budget in the same grant fund to appropriate resources and recognize revenues obtained for a wellness program activity sponsored by the Department. During FY2005 the Health Department purchased digi-walkers as part of the Heart Smart for Women grant program. The Illinois Department of Public Health formulated the program as a method to distribute educational materials to the community and allow for discretionary purchases of additional program related materials that the grant could not provide. The Health Department purchased the digi-walkers from an independent vendor and sold them to program participants who wanted additional units for friends and family members. The total revenues and expenses associated with this operation totaled \$2,050. Since the initial proposal was such a small component of an existing grant program the administrative decision was made to monitor the wellness program activity within the existing appropriation of the grant fund using the Unclassified Revenue Line. As the year progressed the Asthma Grant was added and the spending patterns between the grant fiscal years and the County fiscal year precipitated this amendment. The FY2006 budget development incorporated all these grant components into discreet revenue lines for more comprehensive fiscal monitoring.

**McLEAN COUNTY - GRANT INFORMATION FORM**

**General Grant Information**

<u>Requesting Agency or Department:</u> Children's Advocacy Center	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant 4th year
<u>Grantor:</u> Illinois Criminal Justice Information Authority	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #. <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> \$ 35,925.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded  Expected Initial Receipt Date: Quarterly, Jan 2006
<u>Anticipated Match Amount (if applicable):</u> \$ 8,981.00	<u>Source of Matching Funds (if applicable):</u> Office supplies, conference, telephone service, electrical

**Personnel and Information**

<u>New personnel will be hired:</u> <input type="checkbox"/> Yes (complete chart below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<u>New Personnel Expense Chart</u>	Current FY	Current FY+1	Current FY+2
Number of Employees:			
Personnel Cost	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Total Cost	\$	\$	\$

**Additional Costs and Requirements (if applicable)**

<u>Description of equipment to be purchased:</u>	<u>Description of subcontracting costs:</u>		
<u>Additional Costs Chart</u>	Current FY	Current FY+1	Current FY+2
Subcontractors	\$	\$	\$
Equipment	\$	\$	\$
Other	\$	\$	\$
Total Cost	\$	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)

**Responsible Personnel for Grant Reporting and Oversight:**

*Becca Laska*  
Department Head Signature

1-6-06  
Date

\_\_\_\_\_  
Grant Administrator Signature (if different)

\_\_\_\_\_  
Date

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
_____ Chairman	_____ Date

Form Date: 1/3/05



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

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120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

December 27, 2005

Mr. Billie Larkin  
McLean County Child Advocacy Center / CASA  
200 West Front Street, Suite 500B,  
Bloomington, Illinois 61701

Dear ~~Mr. Larkin~~: *Billie*

Enclosed you will find interagency agreement #205207 between your office and the Authority for the Child Advocacy Center Services Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and certification forms and return the entire agreement with original signatures, to my attention for further processing. Please check the program narrative and budget for restrictions for allowable and unallowable activities.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, as well as the grant's Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the drawdown of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Also, as you are aware program data and fiscal reports are due by the 15th of the month following the last quarter being reported. Please submit a fiscal and data report even if no activity occurs during the quarter.

As a reminder, the following activities may not be conducted on VOCA/match funded time:

Coordination of services (unless on behalf of a specific client).

Networking.

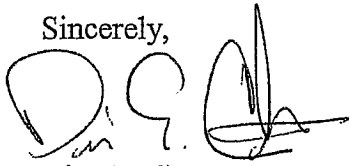
Development of protocols, interagency agreements, and other working agreements.

Presentations (except those complying with Section 37).

System advocacy (advocacy that is not on behalf of a specific client), lobbying, or administrative advocacy.

If you have any questions, please feel free to contact me at: [dcontreras@icjia.state.il.us](mailto:dcontreras@icjia.state.il.us) or (312) 793-7057. I look forward to working with you on this program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dion E. Contreras', with a stylized flourish extending to the right.

Dion E. Contreras  
Federal and State Grants Unit

Enclosures

cc: MF 205207

**PROGRAM TITLE:** Child Advocacy Center Service Programs

**AGREEMENT NUMBER:** 205207

**PREVIOUS AGREEMENT NUMBER(S):** 204207, 202207

**ESTIMATED START DATE:** September 1, 2005

**SOURCES OF PROGRAM FUNDING:**

*Victims of Crime Act FFY 2005 Funds:* \$ 35,925.00

*Matching Funds:* \$ 8,981.00

*Over-Matching Funds:* \$ 169.00

**Total:** \$ 45,075.00

**IMPLEMENTING AGENCY:** The County of McLean on behalf of the McLean County Children's Advocacy Center/CASA

**ADDRESS:** 200 W. Front Street, Suite 500B  
Bloomington, Illinois 61701

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569

**AUTHORIZED OFFICIAL:** Michael Sweeney  
**TITLE:** McLean County Board Chair  
**TELEPHONE:** 309-888-5100

**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** Treasurer, McLean County  
**TELEPHONE:** 309-888-5100

**PROGRAM AGENCY:** The County of McLean on behalf of the McLean County Children's Advocacy Center/CASA

**ADDRESS:** 200 W. Front Street, suite 500B  
Bloomington, Illinois 61701

**PROGRAM DIRECTOR:** Billie Larkin  
**TITLE:** Executive Director  
**TELEPHONE:** 309-888-5854  
**E-MAIL:** Billie.Larkin@mcleancountyil.gov

**FISCAL CONTACT PERSON:** Mary Whitaker  
**AGENCY:** McLean County children's Advocacy Center  
**TITLE:** Associate Director  
**TELEPHONE:** 309-888-5853  
**FAX:** 309-888-4969  
**E-MAIL:** Mary.Whitaker@mcleancountyil.gov

**PROGRAM CONTACT PERSON:** Susan Thomas  
**TITLE:** Multi-County Family Child Advocate  
**TELEPHONE:** 309-888-5656  
**FAX:** 309-888-4969  
**E-MAIL:** Susan.Thomas@mcleancountyil.gov



INTERAGENCY AGREEMENT

Victims of Crime Act of 1984

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and the McLean County on behalf of the McLean County Child Advocacy Center, hereinafter referred to as the "Implementing Agency," with its principal offices at 200 West Front Street, Suite 500B, Bloomington, Illinois 61701, for implementation of the Child Advocacy Center Services Program.

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

**WHEREAS**, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act of 1984 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 of 1984, the Authority has been designated as the State agency responsible for administering this program; and

**WHEREAS**, the priorities of the Illinois Victims of Crime Program are:

Services to victims of crime, with priority given to victims of sexual assault, domestic violence and child abuse, and underserved victims of violent crime;

Services that assist the crime victim in participating in criminal justice proceedings and obtaining compensation for loss suffered as a result of victimization; and

Training of persons who provide services to victims of crime; and

**WHEREAS**, to ensure the minimum provisions of basic services to all victims of crime, the Authority's Action Plan prioritizes funding programs in the following manner:

Continue current victim service initiatives;

Provide victim services to underserved or unserved areas;

Expand and strengthen current victim services; and

Implement new victim service initiatives after other funding areas are adequately addressed; 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:

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## 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 September 1, 2005 through August 31, 2006.

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 payable under this agreement is \$35,925 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 of 1984.

#### **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 race, national origin, sex, age, and disability, 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.

#### **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, 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; and (d) 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.

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 shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

### **SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS**

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

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

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.

- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs 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.

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 of 1984; 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.
- 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); 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 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; 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 CERTIFICATION**

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. 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 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

#### **SECTION 25. CIVIL RIGHTS COMPLIANCE CERTIFICATION**

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).

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. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- 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);

- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- 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 Education Non-Discrimination Regulations, 34 CFR Part 106;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25;
- The Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575;
- The State Prohibition of Goods from Forced Labor Act, 30 ILCS 583.

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

The Implementing Agency shall complete and submit a Civil Rights Certification. In the event that a federal or State court or administrative agency has made a finding of discrimination within the past 5 years 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 along with the Certification. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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).

#### **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 # 2005-VA-GX-0039, 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 legal status listed below are correct:

**Name:** McLean County on behalf of the McLean County Child Advocacy Center

**Taxpayer Identification Number:**

Social Security Number

or

Employer Identification Number

37-6001569

*(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:**

<input type="checkbox"/>	Individual	<input checked="" type="checkbox"/>	Governmental
<input type="checkbox"/>	Sole Proprietor	<input type="checkbox"/>	Nonresident alien
<input type="checkbox"/>	Partnership/ Legal Corporation	<input type="checkbox"/>	Estate or trust
<input type="checkbox"/>	Tax-exempt	<input type="checkbox"/>	Pharmacy (Non-Corp.)
<input type="checkbox"/>	Corporation providing or billing medical and/or health care services	<input type="checkbox"/>	Pharmacy/Funeral Home/Cemetery (Corp.)
<input type="checkbox"/>	Corporation NOT providing or billing medical and/or health care services	<input type="checkbox"/>	Other: _____

Not-for-Profit entities should indicate such in the "Other" category.

### 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 (2005-VA-GX-0039)
- Grant Award Year: Federal Fiscal Year 2005



**SECTION 40. 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 41. 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 42. 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 43. 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 43.5 SPECIAL CONDITIONS**

Implementing Agency certifies that it shall not use VOCA or match funds to pay for multidisciplinary team (MDT) coordination services, described in Exhibit A, unless the following conditions are adhered to:

- A) Coordination services must be with respect to specific individual cases, and include monitoring of the direct service plan and keeping parents/guardians apprised of criminal justice activities.

Coordination of the MDT must be necessary and essential to the provision of direct services, as well as a way to serve victims more effectively.

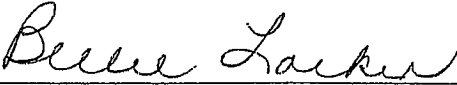
**SECTION 44. ACCEPTANCE**

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
Michael Sweeney  
Board Chair  
McLean County  
Date

\_\_\_\_\_  
Rebecca McNeil  
Treasurer  
McLean County  
Date

  
\_\_\_\_\_  
Billie Larkin  
Executive Director  
McLean County Child Advocacy Center  
12.28.05  
Date

**EXHIBIT A:  
PROGRAM NARRATIVE**

**VICTIMS OF CRIME ACT**

Organization Name: The County of McLean on behalf of the Children's Advocacy Center/CASA

Organization Address: 200 West Front Street, Suite 500B  
Bloomington, Illinois 61701

Type of Implementing Agency (Check one)

Criminal Justice- Government

Law Enforcement

Prosecution

Probation

Other

Private Non-Profit

Please Provide the Total Amounts of Funding Allocated to Victim Services Based on Your Agency's Current Fiscal Year Budget:

Federal (Excluding VOCA) \$ 48,552

VOCA Funds \$ 115,334

State \$ 151,665

Local \$ 145,000

Other \$ 0

How many FTE (Full-time Equivalent) volunteer staff are used by your agency as a whole? 14 FTE

What activities do they perform?

The agency uses volunteers for the CASA program as advocates serving in the best interest of abused and neglected children. As well the 13 member board of directors, full time interns and two administrative volunteers contribute to the FTE volunteer hours.

If you do not use volunteers please check this box and complete the volunteer waiver certification included in the continuation packet.

The following information is required (attachments are acceptable).

Federal Congressional Districts 109th

Counties Served by VOCA Program Livingston and DeWitt Counties

Cities Served by VOCA Program All cities in those counties

State Legislators representing these Areas State Senator Dan Rutherford, State Representative Keith Sommer, State Senator William Brady, US Representatives Timothy V. Johnson, State Representative Bill Mitchell

Population of Service Area 56,000

This proposal makes a special effort to target any Un-Served or Underserved Populations (Check if Applicable)

If So, Please Check All Un-Served or Underserved Populations being Targeted

<input type="checkbox"/> African American	<input type="checkbox"/> Mentally Disabled
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Physically Disabled
<input checked="" type="checkbox"/> Rural	<input checked="" type="checkbox"/> Underserved Urban
<input type="checkbox"/> Elderly	<input checked="" type="checkbox"/> Children
<input type="checkbox"/> Other (specify) _____	<input type="checkbox"/> Non-English Speaking

Identify the Victim(s) to be served through this VOCA-Funded Program and the amount of **federal** funds allocated accordingly

\$ \_\_\_\_\_ All Victims of Crime

\$ \_\_\_\_\_ Survivors of Homicide Victims    \$ 35,924.47 Child Physical Abuse

\$ \_\_\_\_\_ Adult Sexual Abuse    \$ Combined with above Child Sexual Abuse

\$ \_\_\_\_\_ Domestic Violence    \$ \_\_\_\_\_ Robbery

\$ \_\_\_\_\_ Elder Abuse    \$ \_\_\_\_\_ Other Violent Crimes

\$ \_\_\_\_\_ DUI/DWI Crashes    \$ \_\_\_\_\_ Other (name type)

Please respond to each of the items in the following seven sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

### I. Description of Organization

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

1. Please provide a *brief* description of your agency.

The Children's Advocacy Center/CASA of McLean County is dedicated to serving the needs of children who have disclosed sexual or physical abuse, their non-abusing caregivers and following the child and the family through the court system advocating for their best interest.

2. Besides the services funded through this grant, what other services does your agency provide?

This grant funds the Children's Advocacy Center Program for Livingston and DeWitt counties, other services provided outside the parameters of this grant include: Forensic interviewing of children who have disclosed physical or sexual abuse, The Court Appointed Special Advocate (CASA) program that acts as a voice for the child in the juvenile court proceedings, adult child sexual abuse survivors support group, forensic medical exams, counseling with an on site therapist, training for MDT members, community education and training, collaboration with local, state and nation-wide agencies and member organizations

3. Please indicate the total number of staff dedicated to victim services at your agency.

Type of staff	Number of staff
Number of staff providing direct service. <i>(Do not include managerial and support staff in this count).</i>	7
Number of managerial staff	1.0
Number of administrative support staff	0

## II. 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. How many staff members are funded under this grant program (Federal & Match)?

Title of Staff Person	*FTE % for VOCA funded program
Multi County case manager	100% FTE/1 FTE

\*FTE is defined as Full Time Equivalent

2. Please provide a *brief* summary of the VOCA funded program.

The Children's Advocacy Center first and foremost priority is the child victim and non-offending caregivers. This VOCA funded program is targeted to victims in Livingston and DeWitt counties and is dedicated to making the experience the least traumatic possible for the child and the family by offering direct services. Every effort is made to keep the child victim and non-offending caregiver informed and connected to services and treatment in the community. Safety, security and integrity are vital components for the child and family and are reflected in the services this program offers.

3. Which of the following direct client services to crime victims will **this program** provide? (*Please refer to the Instructions' section for service definitions*)

Check all that apply	Direct Client Services
	Crisis Counseling
	Therapy
X	Follow Up Contact
X	Group Treatment
X	Information and Referral (In-person)
X	Information and Referral (Telephone Contacts)
X	Criminal Justice Support / Advocacy
	Emergency Financial Assistance
	Emergency Legal Advocacy
X	Assistance in Filing Compensation Claims
X	Personal Advocacy
X	Medical Advocacy
	Crisis Hotline Counseling
X	Other (Specify) Multidisciplinary Team meetings including pre and post staffing during child interview and monthly case review, quarterly peer review
	Other (Specify)

4. Does **this program** provide direct services for all crime victims that come into contact with your agency, **OR** a sub-population of crime victims (*e.g. domestic violence victims, non-English speaking victims, disabled victims, teenage victims*)?

CHECK ONE:

ALL CRIME VICTIMS

SUB-POPULATION OF CRIME VICTIMS

If SUB-POPULATION OF CRIME VICTIMS, please identify:

Child Sexual and Physical abuse crime victims and non-offending caregivers

5. What are the primary qualifications of program-funded staff? **Please attach an updated job description and updated resume for each position including duties and qualifications.** If the position is not 100% VOCA-funded, asterisk the duties that apply to this program on the job description.

For the Multi County Case manager position a minimum of an undergraduate degree with work experience and training in child welfare, maltreatments, case management and advocacy. The qualifications will include a proven history of working with children or within family structure, collaboration with agencies, leadership and follow through.

6. Who oversees **this program**?

The project will be overseen by Mary Whitaker, Associate Director of Operations and Billie Larkin, Executive Director

7. How does **this program** complement the other activities and services provided at your agency?

The program is instrumental in bringing full and comprehensive services to rural Livingston and DeWitt counties as offered in larger McLean County. All counties served by the program receive the same full array of services to child victims and non-offending caregivers. This program also complements the other services provided at the Center such as forensic interviews, medical evaluations and on site therapist. Whereas some non funded VOCA services offered by the agency focus on the investigation of child sexual and physical abuse cases this program allows us to link those victims and families to direct support services by offering follow up, advocacy, referral and case management.

### III. Review of Goal(s) 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.

**To provide direct services to (CHECK ONE BELOW):**

ALL CRIME VICTIMS

Child sexual and physical abuse victims and non offending caregivers  
CRIME VICTIMS

(Insert sub-population of crime victims here.)

**for the purpose of alleviating trauma and suffering incurred from victimization.**

The current interagency agreement list objectives that you set estimated service numbers for your period of performance. Many of you did not start using InfoNet and were reporting a different set of data. Because of this we ask you to address your objectives and the data you collected in a narrative format. Please discuss what your objectives were, the number of victims you served and how you went about meeting those objectives. If you did not meet your objectives or did not provide services you anticipated providing, explain why.

**Example:** *We set an objective to provide multi-disciplinary meeting to 10 victims per quarter. However, the data report we reported on did not list the multi-disciplinary team meetings. We did have 8 meeting per quarter. We did not meet this objective because we did not have MDT meeting for victims where the state's attorney did not move forward with charges once the Victim Sensitive Interview was done. We did provide these victims with all follow-up services by the advocate.*

1. Describe your objectives from your current period of performance, how many victims you served and how you met your objectives or why you did not meet them.

2. What were the successes of your program during the current performance period?

(Question one is being answered in this box as well as the disk will not allow typing in the other provided space).

#1.

Objectives: 1. Provide case management services to 45 clients quarter and (2) provide case coordination to 45 clients each quarter.

This objective was consistently achieved for example in the 4-1-05 to 6-30-05 reporting period 20 victims and 17 non offending caregivers in Livingston and 11 victims and 11 caregivers in DeWitt were reported.



4. Provide group counseling to 15 clients per quarter. This goal was met in two quarters. The reason this goal was not fully met was that counseling services were advertised and appropriated but family members chose not to attend group counseling and support.
7. Provide criminal justice advocacy services to 50 clients each quarter. We more than met this objective as for example in the reporting period of 4-1-05 to 6-30-05 in Livingston and DeWitt Counties we combined with 100 actual clients for criminal justice advocacy.
8. Staff 54 multi-disciplinary team meetings each quarter. We provided both pre and post MDT meetings to all victims around each interview and as well did a monthly case review on all cases, and quarterly peer review.
9. Provided medical advocacy to 11 clients each quarter. This goal was met for example providing a total # of 15 medical advocacy during the 4-1-05 to 6-30-05 reporting period.
10. Provide other advocacy services to 75 clients each quarter. 90 other advocacy services for example were provided 4-1-05 to 6-30-05.
11. Provide crime victim compensation services to 2 clients each quarter. While the advocate informed and offered compensation support and services to victims, none of the victims and or caregivers agreed to compensation services.
14. Provide referral services to 65 clients each quarter. Total for the year is 212 clients served with this service.
15. Provide personal advocacy services to 7 clients each quarter. Total for the year is 75 clients served with the service.

#2.

Success of this program during this reporting period certainly was the consistency of quality victim services provided. While INFONET captures much of what the program does, it does not capture the rapport of the advocate in the community, the hours of overtime in helping a child or a caregiver navigate the services, the court systems etc. The success of this program is people orientated and without that rapport and consistency reporting numbers is just that, a report of outcomes with the human factor taken out. Certainly a big success of this program is the relocation of the DeWitt County Children's Advocacy Center to a free-standing victim friendly center. The set up and the delivery of the services is greatly enhanced as a result of the relocation.

3. What barriers did you experience in implementing your program during the current performance period? How did you respond to them?

1. Incredibly one of our biggest barriers was the INFONET program itself. We have greatly reduced the time it takes to enter a case from 60 minutes to 45 minutes but it has been a very difficult issue to contend with. INFONET captures numbers and becomes a great tool for objectives, but so much of advocacy is not measured in sheer numbers. We needed to have a new mind set in order to be compliant with INFONET and that was at first difficult. Advocacy certainly deals with many things but one of them is emotional advocacy that cannot be measured by the tool.

How we responded to the issue was talking about it with the advocate in team meetings and realizing that we needed to best serve the victim first and foremost. During the last reporting period we have begun training very well office staff and volunteers to enter INFONET numbers so the advocate could best use the resources for personal contact with the victim.

The change in procedure meant that careful record keeping and tracking was more important than ever so the office staff or volunteer could correctly log in the statistics.

2. Enlarging case loads and victims served as well as the sheer logistical difficulties of the two counties served under this grant is difficult at times. We realize that we just need to continue dealing with the logistical issues as they occur and make the best use of time and resources.

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

Smaller rural communities have different needs than urban communities. Their structure is different, their non measurable activities are completely different. From law enforcement through to the judiciary the problems in rural communities mean constant training and small steps. The counties served in this grant are very reliant on the advocacy services provided, it is difficult to even consider how services were provided before the CAC and the multi-county advocate interacted on behalf of victims and caregivers.

#### 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. What is the problem(s) identified among crime victims that come into contact with your agency that **this program** addresses? (*What do crime victims need that they would not get or would receive less of if this program were not continued?*)

Child sexual and serious physical abuse impact on the child victim and non-offending caregivers is far reaching and when issues of abuse are not addressed it can lead to repeated victimization. This program allows for the child victims and their non-offending family to receive comprehensive and immediate services to reduce revictimization by the system. Crime victims and their non-offending caregivers that come into contact with our agency receive services that include: initiating contact with the victim, establishing a case history, making effective and knowledgeable referrals, provide on going support, identifying and following up on emerging needs and developing the plans to meet those needs through medical, criminal justice and personal advocacy. All these services provided to victims and their non-offending caregivers insure that support and information is available to them at all times during the process.

2. How are you aware that this problem exists? (*Please provide data that supports the need for your proposed program and include the source of any such data. You may also use anecdotal information based on experiences of agency staff or other sources within your jurisdiction. Please do not use names or any other information that would identify a specific victim. The Instructions section contains a list of potential data sources for your use.*)

National statistics estimate that one if four girls and one out of six boys are abused or neglected beofre the age of eighteen (Hopper, J., Child Abuse: Statistics, Research, Resources 1998). Child abuse has no cultural, socio-economic or geographical boundaries, no community is ummune to the rippling affects of child abuse. DeWitt and Livingston Counties are no different.

According to Department of Children and Family Services (DCFS), state wide distribution of the number of children reported as Abused and Neglected (2004) were up 7.0% to 104,264 from 97,428 in 2003. DeWitt County reported 295 children 59.7 per 1000 children. Livingston County reported 536 children or 46.7 per 1000--among the highest counties in the State of Illinois in percentages of reported child abuse.

At the same time these DCFS numbers only reflect the number of children seen when a disclosure is made of caregiver abuse. Children's Advocacy Center serving McLean, Livingston and DeWitt Counties saw 39% of all children seen as non-DCFS cases, meaning non caregiver abuse. Without the services of the CAC those cases would not have an advocate or follow through of services.

3. How will your program be affected if VOCA funds were not available?

If VOCA funds were not available, the program could no longer offer direct comprehensive services to victims and their non-offending caregivers. Follow-up services, information and referral, criminal justice advocacy, medical and personal advocacy services offered by this program would fall stagnate and victims already experiencing the devastation of abuse would be revictimized by the system. In "Child Advocacy Centers: One Stop On The Road to Performance Based Child Protection" the author found that that outcomes such as increased emotional support for the child, prompt delivery of services, increased availability of services, makes the child less likely to experience repeated abuse and decreased stress for child improved when services were offered by Children's Advocacy Center setting (Snell, L. 2003). Without funding child victims and non-offending caregivers would experience a large gap in services. Services without VOCA funds would focus solely on the investigation rather than the healing process.

## V. Goal and Objectives

This section will help us better understand where your program is ultimately going (GOAL) and how it will get there (OBJECTIVES). Remember that goals and objectives should **only include VOCA grant and match** funded activities.

1. **Goal:** A universal goal has been developed for all VOCA funded programs. Please indicate the appropriate goal for your intended program.

**To provide direct services to (CHECK ONE BELOW):**

\_\_\_\_\_ ALL CRIME VICTIMS AND/OR NON-OFFENDING SIGNIFICANT OTHERS

child sexual and serious abuse vicxtims and their non offending family members.

\_\_\_\_\_  
(Insert sub-population of clients here.)

**for the purpose of alleviating trauma and suffering incurred from victimization.**

2. **Objectives:** Please complete the following objectives by inserting the number of clients that will be provided with that service **each quarter**. If you will not be providing a specific type of service, place a zero in the blank. **Please note these objectives will directly correspond with services listed in the Infonet system.**

*Example: Provide in-person counseling services to 6 clients each quarter.*

1. Provide case management services to 60 clients each quarter.
2. Provide case coordination services to 60 clients each quarter.
3. Provide in-person counseling services to \_\_\_\_\_ clients each quarter.
4. Provide group counseling services to \_\_\_\_\_ clients each quarter.
5. Provide family counseling services to \_\_\_\_\_ clients each quarter.
6. Provide crisis intervention services to \_\_\_\_\_ clients each quarter.
7. Provide criminal justice advocacy services to 75 clients each quarter.
8. Staff 06 multi-disciplinary team meetings each quarter.
9. Provide medical advocacy services to 11 clients each quarter.
10. Provide other advocacy services to 75 clients each quarter.
11. Provide crime victim compensation services to 15 clients each quarter.

12. Provide mental health services to \_\_\_\_\_ clients each quarter.

13. Provide transportation services to \_\_\_\_\_ clients each quarter.

14. Provide referral services to 25 clients each quarter.

**Objectives 15 is left blank so that you may indicate any other direct service not listed above.**

15. Provide \_\_\_\_\_ services to \_\_\_\_\_ clients each quarter.

## VI. Program Implementation

The problem statement has described the issue(s) to be addressed. Goals/objectives have defined the ends to be achieved. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant and match funded activities** will be implemented in clear, logical detail and should provide a clear picture of how the program will operate in order to achieve its goals and objectives.

1. Please describe the specific activities each staff member under **this program** will provide to crime victims.

The staff member funded under this program will offer:

Initial contact in person with child victim and non-offending caregivers

Case management and case coordination of services to the victim and their non-offending caregivers.

Follow-up services for child victims and non-offending caregivers within 5 days of initial contact and continued follow-up on monthly basis

Provide on-going support

Information and referral by telephone or in person contact for needed services

Assessing progress in securing appropriate services and meeting related goals

Identification of families emerging needs and development of plans to meet them

Provide criminal court orientation and criminal court escort services to court

Provide information regarding criminal case status and/or disposition

Assistance in filling out compensation claims

Provide advocacy services including and not limited to medical, criminal justice and personal advocacy.

Assist in facilitating the multidisciplinary team process by participating in all pre and post interview case reviews and multidisciplinary team meetings.

2. How do the activities listed above benefit your target population?

By providing the above listed services to our target population we can continue to ensure child victims and their non-offending caregivers receive in Livingston and DeWitt Counties direct quality services needed to help them through the trauma of abuse and the challenges of the system. The needs of the child and families are the priorities of this program and at all times they are taken into consideration when offering services. Follow through at all levels of the process and liaison for further service benefit our target population toward healing while empowering them from victim to survivor.

3. Given any new issues or barriers to implementation that you encountered during the current performance period, what steps will be taken to address these issues during the new program period?

The multi-county advocate relocated to Canada to be closer to her family. The position opening as a result left big shoes to fill. We have hired a double master's level advocate who has had a great deal of experience advocating for the disabled population, so we look at the ability to enhance even more the services for advocacy in the county

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

Maltreatment of children

Implications of sexual abuse with non offending family members

Family dynamics

Knowledge of counties served, culture barriers as well as the process each county uses with law enforcement and victim services

Sexual abuse and physical abuse dynamics, victims services and victim rights

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

Since the new advocate does not have a great deal of training in child maltreatment we will be training her first on that aspect. She has already signed for SOMB and VESSA training as well as traveling to CACs for more first hand knowledge on the role of the advocate. She will be trained in house as well as state and nationally for victim rights.



## 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/Service	Month Begun	Month Completed	Personnel Responsible	Frequency
EXAMPLE Distribute brochures	Month 1	Ongoing	Volunteers	As Needed
Case Management	Month 1	Month 12	Multi-county Case manager	Daily, weedkly as determined by case load
Case Coordination	Month 1	Month 12	Multi-County case manager	Daily, weekly as determined by caseload
Advocacy Services inlcuyng criminal, justice, medical and personal advocacy	Month 1	Month 12	Multi-county case manager	Daily, weekly as determined by case load
Multidisciplinary team meetings	Month 1	Month 12	multi county case manager	Daily, weekly as determined by case load in addition to monthly case reviews
Victim Compensation	Month 1	Month 12	Multi county case manaager	Daily, weekly as determined by case load
Referral services	Month 1	Month 12	Multi county case manager	Daily, weekly as determined by case load
Evaluation of Services	Month 6, 12	Month 6, 12	Mary Whitaker, Associate Director	Once each
Implement or expand duties, look at trends of needs for satellite counties	Month 1	Month 12	Multi-county case manager	On-Going

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

**Implementing Agency: McLean County/McLean County CAC  
Agreement #: 205207**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Victims Of Crime Act (VOCA)	\$35,925
	Subtotal:	\$35,925
<b>Match:</b>	McLean County/McLean County CAC	\$8,981
	Subtotal:	\$8,981
<b>Over Match:</b>	McLean County/McLean County CAC	\$169
	Subtotal:	\$169
	<b>GRAND TOTAL</b>	<b>\$45,075</b>

PERSONNEL SERVICES Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Total Cost
Multi-county case manager	\$ 30,946.00	12	100%	\$ 30,946.00		\$ 30,946.00
						\$ -
					\$ -	\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
		<b>Total FTE</b>	<b>1.00</b>	\$ -	\$ -	\$ -
		<b>Total Salary</b>		\$ 30,946.00	\$ -	\$ 30,946.00
				Fringe Benefits (Use figure from Fringe Benefit Worksheet)		
		<b>TOTAL PERSONNEL SERVICES</b>		\$ 4,979.00	\$ 1,643.00	\$ 6,622.00
				\$ 35,925.00	\$ 1,643.00	\$ 37,568.00

Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget. (See Attached Budget Instructions)

VOCA granted dollars cover 100% of 1-FTE salary and \$4,979 of the total \$6,622 fringe benefits. Benefits are broken down into \$2900 for medical, 7.65% for FICA and 4.38% IMRF ( Illinois Municipal Retirement Fund). \$1,643 is a local match contribution towards benefits.

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

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

(See Attached Budget Instructions)

None applicable in this section

Budget & Budget Narrative	McLean County/McLean County CAC	Agreement#	205207						
<b>COMMODITIES</b>									
Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost				
	\$ -		\$ -	\$ -	\$ -				
Office Supplies for staff	\$ 30.00	12	\$ -	\$ 360.00	\$ 360.00				
	\$ -		\$ -	\$ -	\$ -				
	\$ -		\$ -	\$ -	\$ -				
	\$ -		\$ -	\$ -	\$ -				
	\$ -		\$ -	\$ -	\$ -				
	\$ -		\$ -	\$ -	\$ -				
	\$ -		\$ -	\$ -	\$ -				
<b>TOTAL COMMODITIES COST</b>			\$ -	\$ 360.00	\$ 360.00				

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.  
 (See Attached Budget Instructions)

Office supplies for the multi-county case manger is \$30 per month. Although using McLean County CAC as her base, she is often in Livingston and DeWitt counties and needs to keep supplies current and available.

Budget & Budget Narrative

McLean County/McLean County CAC

Agreement#

205207

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*	0.375	800	12	\$ -	\$ 3,600.00	\$ 3,600.00
Client Transportation				\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare				\$ -	\$ -	\$ -
PerDiem				\$ -	\$ -	\$ -
Lodging				\$ -	\$ -	\$ -
Other (Specify)						\$ -
<b>TOTAL TRAVEL COST</b>				\$ -	\$ 3,600.00	\$ 3,600.00

\* State rate is calculated at \$.405/mile. If agency rate is lower use that lower rate.

\*\* Out of State Travel requires prior Authority approval.

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

(See Attached Budget Instructions)

Mileage is broken down as follows: \$.375 (X) an average of 800 miles/month (X) 12 mos. for a total of \$3,600 in match funds. This is an estimate based on the prior grant. Travel expenses are based on Case Manager's travel to satellite offices and clients' homes.



	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 35,925.00	\$ 1,643.00	\$ 37,568.00
EQUIPMENT	\$ -	\$ -	\$ -
74			
COMMODITIES	\$ -	\$ 360.00	\$ 360.00
TRAVEL	\$ -	\$ 3,600.00	\$ 3,600.00
CONTRACTUAL	\$ -	\$ 3,547.00	\$ 3,547.00
<b>TOTAL COST</b>	\$ 35,925.00	\$ 9,150.00	\$ 45,075.00

All procurements must be competitive



**FRINGE BENEFIT WORKSHEET: Agreement # 205207**

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 G-13 and H13).

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	4.380%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	12.030%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$30,943.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$3,722</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$2,900.00
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$2,900.00
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	1.00
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$2,900</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$6,622</b>

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

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

\_\_\_\_\_

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEO.)

COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEO. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEO requirement and IS NOT required to develop an EEO. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEO on file that is current and that can be reviewed by outside individuals.
  - Print the name of the responsible individual who is certifying that an EEO is required and on file, the name of the entity and the location/address of the office where the EEO is on file.
  - Sign the certification.
  - If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEO to the Authority. The Authority will then forward the EEO to the federal Office of Civil Rights for review and approval.

**CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS**

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
  - Print the name of the responsible official who is certifying to compliance and the name of the entity.
  - If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
  - Sign the certification.

~~EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEO) CERTIFICATION~~  
(Complete **SECTION A OR SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: \_\_\_\_\_ Federal Grant Award Amount: \$ \_\_\_\_\_

Grantee/Organization Name (hereafter referred to as the "Entity"):

Address:

Contact Person:

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-mail address: \_\_\_\_\_

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**SECTION A. CERTIFICATION (EEO NOT REQUIRED)**

I, \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEO FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- |  |  |
|--|--|
| <input type="checkbox"/> ENTITY HAS LESS THAN 50 EMPLOYEES   | <input type="checkbox"/> ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000 |
| <input type="checkbox"/> ENTITY IS A NON-PROFIT ORGANIZATION | <input type="checkbox"/> ENTITY IS A MEDICAL INSTITUTION                               |
| <input type="checkbox"/> ENTITY IS AN INDIAN TRIBE           | <input type="checkbox"/> ENTITY IS AN EDUCATIONAL INSTITUTION                          |

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

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**OR** **SECTION B. CERTIFICATION (EEO REQUIRED AND ON FILE)**

*(For information regarding EEO development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)*

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ [responsible official], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEO is on file in the office of

\_\_\_\_\_  
[agency/organization name], at \_\_\_\_\_  
\_\_\_\_\_  
[address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

(Complete ENTIRE certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"):

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name:

**Certification Statement:**

I, \_\_\_\_\_ [Responsible Official], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- 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 grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): 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).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that 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 Entity, or any subgrantee or contractor of the Entity, the Entity 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.

**Check the following item(s) that apply:**

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS **HAVE HAD NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS **HAVE HAD FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
  - All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

[Signature of Responsible Official]

[Title]

[Date]

**McLEAN COUNTY – GRANT INFORMATION FORM**

**General Grant Information**

<u>Requesting Agency or Department:</u> Children's Advocacy Center	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant <span style="float: right;">Since 1996</span>
<u>Grantor:</u> Illinois Criminal Justice Information Authority	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> \$ 82,410.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: Quarterly, January 06
<u>Anticipated Match Amount (if applicable):</u> \$ 20,603.00	<u>Source of Matching Funds (if applicable):</u> UW funding, Gas, Telephone, cell

**Personnel and Information**

<u>New personnel will be hired:</u> <input type="checkbox"/> Yes (complete chart below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

<u>New Personnel Expense Chart</u>	Current FY	Current FY+1	Current FY+2
Number of Employees:			
Personnel Cost	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Total Cost	\$	\$	\$

**Additional Costs and Requirements (if applicable)**

<u>Description of equipment to be purchased:</u>	<u>Description of subcontracting costs:</u>		
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<u>Additional Costs Chart</u>	Current FY	Current FY+1	Current FY+2
Subcontractors	\$	\$	\$
Equipment	\$	\$	\$
Other	\$	\$	\$
Total Cost	\$	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)

**Responsible Personnel for Grant Reporting and Oversight:**

Belle Larkin  
 Department Head Signature

1-6-06  
 Date

\_\_\_\_\_  
 Grant Administrator Signature (if different)

\_\_\_\_\_  
 Date

**OVERSIGHT COMMITTEE APPROVAL**

\_\_\_\_\_  
 Chairman

\_\_\_\_\_  
 Date



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

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120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

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January 4, 2006

Mr. Billie Larkin  
McLean County Child Advocacy Center / CASA  
200 West Front Street, Suite 500B,  
Bloomington, Illinois 61701

Dear Mr. Larkin: *Billie*

Enclosed you will find interagency agreement #205049 between your office and the Authority for the Child Advocacy Center Services Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and certification forms and return the entire agreement with original signatures, to my attention for further processing. Please check the program narrative and budget for restrictions for allowable and unallowable activities.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, as well as the grant's Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the drawdown of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Also, as you are aware program data and fiscal reports are due by the 15th of the month following the last quarter being reported. Please submit a fiscal and data report even if no activity occurs during the quarter.

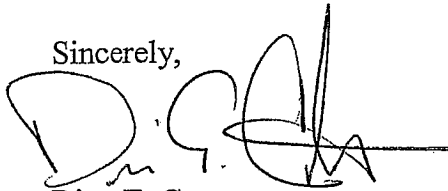
As a reminder, the following activities may not be conducted on VOCA/match funded time:

- Coordination of services (unless on behalf of a specific client).
- Networking.
- Development of protocols, interagency agreements, and other working agreements.
- Presentations (except those complying with Section 37).
- System advocacy (advocacy that is not on behalf of a specific client), lobbying, or administrative advocacy.



If you have any questions, please feel free to contact me at: [dcontreras@icjia.state.il.us](mailto:dcontreras@icjia.state.il.us) or (312) 793-7057. I look forward to working with you on this program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dion E. Contreras', with a long horizontal line extending to the right.

Dion E. Contreras  
Federal and State Grants Unit

Enclosures

cc: MF 205049

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

\_\_\_\_\_

## EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

### COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and IS NOT required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

#### OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
  - Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
  - Sign the certification.
  - If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

## CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
  - Print the name of the responsible official who is certifying to compliance and the name of the entity.
  - If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
  - Sign the certification.

**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**

(Complete **SECTION A OR SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number:

Federal Grant Award Amount: \$

Grantee/Organization Name (hereafter referred to as the "Entity"):

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE

- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**

**SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ [responsible official], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of

\_\_\_\_\_  
[agency/organization name], at \_\_\_\_\_  
\_\_\_\_\_  
[address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**CIVIL RIGHTS COMPLIANCE CERTIFICATION**  
(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):  
ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"):

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name:

---

**Certification Statement:**

I, \_\_\_\_\_ [Responsible Official], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- 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 grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): 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).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that 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 Entity, or any subgrantee or contractor of the Entity, the Entity 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.

**Check the following item(s) that apply:**

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
  - All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

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[Signature of Responsible Official]

[Title]

[Date]

**PROGRAM TITLE:** Services to Victims of Child Abuse

**AGREEMENT NUMBER:** 205049

**PREVIOUS AGREEMENT NUMBER(S):** 201021, 2521, 2621, 2821, 2821, 200021, 201049, 204094, 2854, 202094, 203094

**ESTIMATED START DATE:** September 1, 2005

**SOURCES OF PROGRAM FUNDING:**

<i>Victims of Crime Act FFY 2005 Funds</i>	\$ 82,410
<i>Matching Funds</i>	\$ 20,603
<i>Over-Matching Funds</i>	\$ 18,715
<b>Total:</b>	<b>\$121,728</b>

**IMPLEMENTING AGENCY:** The County of McLean on behalf of the McLean County Child Protection Network/CASA

**ADDRESS:** 200 W. Front Street, Suite 500B  
Bloomington, Illinois 61701

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569

**AUTHORIZED OFFICIAL:** Michael Sweeney  
**TITLE:** McLean County Board Chair  
**TELEPHONE:** 309-888-5001

**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** Treasurer  
**TELEPHONE:** 309-888-5001

**PROGRAM AGENCY:** McLean County Child Protection Network/CASA

**ADDRESS:** 200 W. Front Street, Suite 500B  
Bloomington, Illinois 61701

**PROGRAM DIRECTOR:** Billie Larkin  
**TITLE:** Director  
**TELEPHONE:** 309-888-5854  
**E-MAIL:** Billie.Larkin@mcleancountyil.gov

**FISCAL CONTACT PERSON:** Mary Whitaker  
**AGENCY:** Child Protection Network/CASA  
**TITLE:** Associate Director of Operations  
**TELEPHONE:** 309-888-5853  
**FAX:** 309-888-4969  
**E-MAIL:** Mary.Whitaker@mcleancountyil.gov

**PROGRAM CONTACT PERSON:** Laura Beavers  
**TITLE:** Associate Director of Training  
**TELEPHONE:** 309-888-5852  
**FAX:** 309-888-4969  
**E-MAIL:** Laura.Beavers@mcleancountyil.gov

INTERAGENCY AGREEMENT

Victims of Crime Act of 1984

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and the County of McLean on behalf of the McLean County Child Protection Network/CASA, hereinafter referred to as the "Implementing Agency," with its principal offices at 200 West Front Street, Suite 500B, Bloomington, Illinois 61701, for implementation of the Services to Victims of Child Abuse Program.

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

**WHEREAS**, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act of 1984 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 of 1984, the Authority has been designated as the State agency responsible for administering this program; and

**WHEREAS**, the priorities of the Illinois Victims of Crime Program are:

Services to victims of crime, with priority given to victims of sexual assault, domestic violence and child abuse, and underserved victims of violent crime;

Services that assist the crime victim in participating in criminal justice proceedings and obtaining compensation for loss suffered as a result of victimization; and

Training of persons who provide services to victims of crime; and

**WHEREAS**, to ensure the minimum provisions of basic services to all victims of crime, the Authority's Action Plan prioritizes funding programs in the following manner:

Continue current victim service initiatives;

Provide victim services to underserved or unserved areas;

Expand and strengthen current victim services; and

Implement new victim service initiatives after other funding areas are adequately addressed; 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 September 1, 2005 through August 31, 2006.

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 payable under this agreement is \$82,410 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 of 1984.

#### **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 race, national origin, sex, age, and disability, 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.

#### **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, 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; and (d) 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.

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 shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

### **SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS**

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

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

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.

- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs 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.

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 of 1984; 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.
- 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); 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 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, 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 CERTIFICATION**

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. 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 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

#### **SECTION 25. CIVIL RIGHTS COMPLIANCE CERTIFICATION**

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).

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. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- 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;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- 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 Education Non-Discrimination Regulations, 34 CFR Part 106;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25;
- The Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575;
- The State Prohibition of Goods from Forced Labor Act, 30 ILCS 583.

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

The Implementing Agency shall complete and submit a Civil Rights Certification. In the event that a federal or State court or administrative agency has made a finding of discrimination within the past 5 years 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 along with the Certification. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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).

#### **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 # 2005-VA-GX-0039, 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 legal status listed below are correct:

**Name:** County of McLean on behalf of the McLean County Child Protection Network/CASA

**Taxpayer Identification Number:**

Social Security Number

or

Employer Identification Number

37-6001569

*(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:**

- |   |                                     |  |
|---|-------------------------------------|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> | Governmental                           |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/>            | Nonresident alien                      |
| <input type="checkbox"/> Partnership/ Legal Corporation   | <input type="checkbox"/>            | Estate or trust                        |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/>            | Pharmacy (Non-Corp.)                   |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/>            | Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/>            | Other: _____                           |

Not-for-Profit entities should indicate such in the "Other" category.

**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 (2005-VA-GX-0039)
- Grant Award Year: Federal Fiscal Year 2005

**SECTION 40. 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 41. 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 42. 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 43. 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, record keeping, 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 43.5 SPECIAL CONDITIONS**

Implementing Agency certifies that it shall comply with the terms of the Office for Victims of Crime memo regarding CASA programs.

The coordinator shall only provide supervising and training of volunteers providing services to children who are victims of crime.



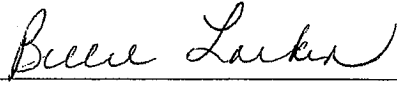
**SECTION 44. ACCEPTANCE**

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
Michael Sweeney  
County Board Chairman  
County of McLean  
Date

\_\_\_\_\_  
Rebecca McNeil  
County Board Treasurer  
County of McLean  
Date

  
\_\_\_\_\_  
Billie Larkin  
Executive Director  
McLean County Child Protection Network/CASA  
1-5-06  
Date

**EXHIBIT A:  
PROGRAM NARRATIVE**

**VICTIMS OF CRIME ACT**

Organization Name: The County of McLean on behalf of the McLean County Children's Advocacy Center/CASA of McLean County, McLean County Child Protection Network

Organization Address: 200 W. Front Street, Suite 500B  
Bloomington, Illinois 61701

Type of Implementing Agency (Check one)

- Criminal Justice- Government  
     Law Enforcement  
     Prosecution  
     Probation  
     Other  
  
 Private Non-Profit

Please Provide the Total Amounts of Funding Allocated to Victim Services Based on Your Agency's Current Fiscal Year Budget:

Federal (Excluding VOCA) \$ 48,552  
VOCA Funds \$ 115,334  
State \$ 151,665  
Local \$ 145,000  
Other \$       

How many FTE (Full-time Equivalent) volunteer staff are used by your agency as a whole? 14

What activities do they perform?

The agency uses volunteers for the CASA program as advocates serving in the best interest of abused and neglected children. As well the 13 member board of directors, full time interns and two administrative volunteers contribute to the FTE volunteer hours.

If you do not use volunteers please check this box and complete the volunteer waiver certification included in the continuation packet.

The following information is required (attachments are acceptable).

Federal Congressional Districts 109th

Counties Served by VOCA Program McLean and Livingston Counties

Cities Served by VOCA Program all cities in those counties

State Legislators representing these Areas State Senator Dan Rutherford, State Representative Keith Sommer, State Senator William Brady, US Representatives Timothy V. Johnson, State Representative Bill Mitchell

Population of Service Area McLean 150,433 and Livingston 39,678

This proposal makes a special effort to target any Un-Served or Underserved Populations (Check if Applicable)

If So, Please Check All Un-Served or Underserved Populations being Targeted

African American

Mentally Disabled

Hispanic

Physically Disabled

Rural

Underserved Urban

Elderly

Children

Other (specify) \_\_\_\_\_

Non-English Speaking

Identify the Victim(s) to be served through this VOCA-Funded Program and the amount of **federal** funds allocated accordingly

\$ \_\_\_\_\_ All Victims of Crime

\$ \_\_\_\_\_ Survivors of Homicide Victims    \$ 27,470 Child Physical Abuse

\$ \_\_\_\_\_ Adult Sexual Abuse    \$ 27,470 Child Sexual Abuse

\$ \_\_\_\_\_ Domestic Violence    \$ \_\_\_\_\_ Robbery

\$ \_\_\_\_\_ Elder Abuse    \$ \_\_\_\_\_ Other Violent Crimes

\$ \_\_\_\_\_ DUI/DWI Crashes    \$ 27,470 Other (Neglect)

Please respond to each of the items in the following seven sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

## I. Description of Organization

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

1. Please provide a *brief* description of your agency.

The Children's Advocacy Center/CASA of McLean County is dedicated to serving the needs of children who have disclosed sexual or physical abuse, their non-abusing caregivers and following the child and the family through the court system advocating for their best interest

2. Besides the services funded through this grant, what other services does your agency provide?

This grant funds the Children's Advocacy Center Program for Livingston and DeWitt counties; other services provided outside the parameters of this grant include: Forensic interviewing of children who have disclosed physical or sexual abuse, The Court Appointed Special Advocate (CASA) program that acts as a voice for the child in the juvenile court proceedings, adult child sexual abuse survivors support group, forensic medical exams, counseling with an on site therapist, training for MDT members, community education and training, collaboration with local, state and nation-wide agencies and member organizations

3. Please indicate the total number of staff dedicated to victim services at your agency.

Type of staff	Number of staff
Number of staff providing direct service. <i>(Do not include managerial and support staff in this count).</i>	7.0
Number of managerial staff	1.0
Number of administrative support staff	1.0

## II. 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. How many staff members are funded under this grant program (Federal & Match)?

Title of Staff Person	*FTE % for VOCA funded program
CASA Case Manager/Associate Director of Training	100 % FTE
CASA Volunteer recruiter/Case Manager	100% FTE
Case Manager	100% FTE
Executive Director	10% FTE

**\*FTE is defined as Full Time Equivalent\***

2. Please provide a *brief* summary of the VOCA funded program.

The Court Appointed Special Advocate (CASA) program acts as a voice for the child in the juvenile court proceedings. Trained community volunteers, who are sworn officers for the court, under the broad supervision of the judiciary and the direct supervision of the Associate Director of Training and CASA Case Managers, work hand in hand with the judiciary in a child's best interest. The CASA advocates in the child's best interest to expedite delivery of services to the child and permanency in a child's life.

3. Which of the following direct client services to crime victims will **this program** provide? (*Please refer to the Instructions' section for service definitions*)

Check all that apply	Direct Client Services
	Crisis Counseling
	Therapy
x	Follow Up Contact
	Group Treatment
x	Information and Referral (In-person)
x	Information and Referral (Telephone Contacts)
x	Criminal Justice Support / Advocacy
	Emergency Financial Assistance
	Emergency Legal Advocacy
	Assistance in Filing Compensation Claims
x	Personal Advocacy
x	Medical Advocacy
	Crisis Hotline Counseling
x	Other (Specify) Provide Collaborative (Individual Education Plan IEP, Administrative Case Review ACR, Child & Family Team CFT) Services

4. Does this program provide direct services for all crime victims that come into contact with your agency, **OR** a sub-population of crime victims (*e.g. domestic violence victims, non-English speaking victims, disabled victims, teenage victims*)?

CHECK ONE:

ALL CRIME VICTIMS  
 SUB-POPULATION OF CRIME VICTIMS

If SUB-POPULATION OF CRIME VICTIMS, please identify:

Sub populations are children who are in the court system who have disclosed sexual and/or physical abuse or who have been neglected.

5. What are the primary qualifications of program-funded staff? **Please attach an updated job description and resume 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.

The positions applicable must have the minimum of an undergraduate degree with work experience and training in child welfare, child maltreatment, case management and advocacy. The qualifications will include a proven history of working with children or within family structure, collaboration with agencies, leadership and follow through.

6. Who oversees this program?

Associate Director of Operations

7. How does this program complement the other activities and services provided at your agency?

The project funded by this VOCA grant is the natural follow through area of services to the child. In recruitment of volunteers the actual case dissemination and the supervision of the CASA volunteers. The guidelines for this program and the CAC program are comparable.

### III. Review of Goal(s) 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.

To provide direct services to (CHECK ONE BELOW):

XXX children that have disclosed sexual and/or physical abuse or children of neglect

**for the purpose of alleviating trauma and suffering incurred from victimization.**

A list of objectives was included in the materials the Authority provided to you for your current performance period. The following is a list of those objectives. **Please respond only to the questions that pertain to the objectives you identified for your current VOCA funded program. Authority staff recognize that the period of performance may not have ended for your program.**

1. Provide Crisis Counseling Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 0
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

2. Provide Therapy to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 0
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

3. Provide Follow-Up contact to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 960
- b. To date, how many clients actually received this service during your period of performance? 1050
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 100%+
- d. Do you anticipate that your objective will be met by the end of your period of performance? Yes
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

4. Provide Support Group Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 0
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

5. Provide In-Person Information and Referral Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 600
- b. To date, how many clients actually received this service during your period of performance? 542
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 90%
- d. Do you anticipate that your objective will be met by the end of your period of performance? yes
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

6. Provide Telephone Information and Referral Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 960
- b. To date, how many clients actually received this service during your period of performance? 648
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 67.5%
- d. Do you anticipate that your objective will be met by the end of your period of performance? Yes
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? We will meet our objective, however we decided to put more emphasis on in-person information and referral services rather than on the phone.



7. Provide Criminal Justice Support/Advocacy Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 480
- b. To date, how many clients actually received this service during your period of performance? 316
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 65%
- d. Do you anticipate that your objective will be met by the end of your period of performance? Yes
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? Although we have not yet met this objective we will continue to provide CJ/Advocacy to all of the child victims we are serving.

8. Provide Criminal Court Orientation or Criminal Court Escort services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

9. Provide Information regarding Criminal Case Status Disposition or Appearance Notification to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 480
- b. To date, how many clients actually received this service during your period of performance? 126
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 26%
- d. Do you anticipate that your objective will be met by the end of your period of performance? No
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? Due to an error in our reporting, we are behind the first two quarters. We anticipate we will make up the difference in our reporting as we could add the cumulative numbers, however, we did over-estimate this objective and will readjust it for the next granting period.

10. Provide Assistance with Preparing Impact Statements to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 276
- b. To date, how many clients actually received this service during your period of performance? 240
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 86.9
- d. Do you anticipate that your objective will be met by the end of your period of performance? yes
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

11. Provide Assistance with Childcare to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 0
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

12. Provide Assistance with Transportation to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

13. Provide Emergency Legal Advocacy to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

14. Provide Assistance in Obtaining an Order of Protection to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

15. Provide Assistance in Filling Compensation Claims to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

16. Provide Personal Advocacy Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 1020
- b. To date, how many clients actually received this service during your period of performance? 1184
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 100%+
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

17. Provide Medical Advocacy Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 240
- b. To date, how many clients actually received this service during your period of performance? 185
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 77%
- d. Do you anticipate that your objective will be met by the end of your period of performance? yes
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? Medical Advocacy has become an important part of victim advocacy. Our barriers in the community, as there are medical personnel and specialist that will not accept the medical card.

18. Provide Crisis Hotline Counseling Services to clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

**Specify other direct services provided to clients each year.**

19. Provide advocacy (child team, ACRs etc) services to 216 clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 216
- b. To date, how many clients actually received this service during your period of performance? 508
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 235%
- d. Do you anticipate that your objective will be met by the end of your period of performance? Objective met
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

21. Provide 0 services to \_\_\_\_\_ clients each year.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? \_\_\_\_\_
- b. To date, how many clients actually received this service during your period of performance? \_\_\_\_\_
- c. To date, what percentage of your objective has been met (item b ÷ item a)? \_\_\_\_\_
- d. Do you anticipate that your objective will be met by the end of your period of performance? \_\_\_\_\_
- e. If you do not anticipate meeting you objective (or you percentage indicated in [c] is less than 75%), please explain why? \_\_\_\_\_

22. What were the successes of your program during the current performance period?

The successes of the program were National Accreditation Standards being met for the CASA program. As a result of the accreditation, we began reviewing the organizational structure and have started a reorganizing the program for better and closer contact for victims. We trained two volunteers who helped with paperwork freeing up the CASA Case Managers to become more involved with the CASA's. As a result we took a further step to hire an Administrative Assistant to ease the paperwork loads of the Case Managers and changes the way the interface with victims. We have set some very aggressive standards but feel that we were able to fo so based on past success of the program.

23. What barriers did you experience in implementing your program during the current performance period? How did you respond to them?

There were personnel and judiciary changes during this performance period. A staff member was asked to resign and another left the program to return to her education. While these were definitely barriers, we also feel like good things have happened out of major program changes. Cleared understandings and commitments from the judiciary and the new opportunity to hire staff with different credentials really has changed the barrier to a great program opportunity.

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

Victim services can never be measured in sheer numbers, goals, and objectives. They must be seen through the eyes of a child victim who was abandoned by a mother, or who witnesses violent crimes. Those victims being matched with someone (a CASA) who is there for them in all situations, is something that needs to be captured through more than goals and objectives.

#### 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. What is the problem(s) identified among crime victims that come into contact with your agency that **this program** addresses? (*What do crime victims need that they would not get or would receive less of if this program were not continued?*)

Child victims of violent crime in McLean County need consistency and advocacy to result in best interest judgement and permanency. While DCFS has taken fewer children into protective custody, the number of children in the court system in McLean County is staggering, most consistently around 700. The CASA program serves about 23% of those children currently. It is our belief and that of the judiciary, state's attorney, DCFS and many private agencies that the child victims are best served with a CASA appointed on their behalf.

2. How are you aware that this problem exists? (*Please provide data that supports the need for your proposed program and include the source of any such data. You may also use anecdotal information based on experiences of agency staff or other sources within your jurisdiction. Please do not use names or any other information that would identify a specific victim. The Instructions section contains a list of potential data sources for your use.*)

National statistics estimate that one in four girls and one out of six boys are abused or neglected before the age of eighteen (Hopper, J., Child Abuse: Statistics, Research, Resources 1998). Child abuse has no cultural, socio-economic or geographical boundaries, no community is immune to the rippling affects of child abuse. McLean and Livingston Counties are no different.

According to DCFS statistics statewide distribution of the number of children reported as abused and/or neglected (2004) were up 7% to 104,264 from 97,428 in 2003. DeWitt County reported 295 children or 60 per every 1000 children. Livingston County reported 536 children or 46.7 per 1000-- among the highest counties in the State of Illinois in percentages of reported child abuse. At the same time these DCFA numbers only reflect the number of children seen when a disclosure is made of caregiver abuse. Children's Advocacy Center serving McLean, Livingston, and Dewitt Counties saw 39% of all children seen as non-DCFS cases, meaning non caregiver abuse.

3. How will your program be affected if VOCA funds were not available?

VOCA funds are the foundation for the McLean County CASA program. If funds were not available from VOCA, we would have to cut our program minimally by 75% and reduce the number of child victims served dramatically. The tragic picture is that the CASA program is recognized not only by the court and state's attorney's and GAL as the mainstay but increasingly by DCFS and private agencies. Children would likely flounder in the system longer and would not attain permanency in their lives.

Differences that CASAs make in the lives of children are remarkable. Advocating for best conditions we have dedicated volunteers who challenge the system, the court and DCFS on a daily basis, cutting funding for this program would be tragic for the children in McLean County

## V. Goal and Objectives

This section will help us better understand where your program is ultimately going (GOAL) and how it will get there (OBJECTIVES). Remember that goals and objectives should **only include VOCA grant and match** funded activities.

1. **Goal:** A universal goal has been developed for all VOCA funded programs. Please indicate the appropriate goal for your intended program.

**To provide direct services to (CHECK ONE BELOW):**

\_\_\_\_\_ ALL CRIME VICTIMS AND/OR NON-OFFENDING SIGNIFICANT OTHERS

XXX Sub populations are children who are in the court system who have disclosed sexual and/or physical abuse or who have been neglected.

(Insert sub-population of clients here.)

**for the purpose of alleviating trauma and suffering incurred from victimization.**

2. **Objectives:** Please complete the following objectives by inserting the number of clients that will be provided with that service **each quarter**. If you will not be providing a specific type of service, place a zero in the blank.

Example: *Provide court accompaniment to 6 victims each quarter.*

1. Provide crisis- counseling services to \_\_\_\_\_ clients each quarter.
  2. Provide therapy to \_\_\_\_\_ clients each quarter.
  3. Provide follow-up contact to 200 clients each quarter.
  4. Provide support group services to \_\_\_\_\_ clients each quarter.
  5. Provide in-person information and referral services to 100 clients each quarter.
  6. Provide telephone information and referral services to 100 clients each quarter.
  7. Provide criminal justice support / advocacy services to 100 clients each quarter.
- Of the clients indicated above, will any of them receive the following services? If so how many do you anticipate receiving the following services each quarter:**

Criminal court orientation or criminal court escort services? \_\_\_\_\_

Information regarding criminal case status disposition or appearance notification services? 70

Assistance with preparing victim impact statement? 25

Assistance with childcare for clients while they are attending criminal court or other case proceedings? \_\_\_\_\_

Assistance with transportation to criminal court or other appointments regarding the criminal case? \_\_\_\_\_

8. Provide emergency financial assistance to \_\_\_\_\_ clients each quarter.

9. Provide emergency legal advocacy services to \_\_\_\_\_ clients each quarter.

**Of the clients indicated above, will any receive assistance in obtaining an order of protection? If so how many do you anticipate receiving this service each quarter?**

\_\_\_\_\_

10. Provide assistance in filing compensation claims to \_\_\_\_\_ clients each quarter.

*(Although VOCA regulations mandate that you provide this service in order to receive VOCA funds, this objective should only be filled in if the VOCA funded position provides this service.)*

11. Provide personal advocacy to 100 clients each quarter.

12. Provide medical advocacy to 10 clients each quarter.

13. Provide crisis hotline counseling services to \_\_\_\_\_ clients each quarter.

14. Provide case management services to \_\_\_\_\_ clients each quarter.

**Objectives 15 and 16 are blank so that you may indicate other direct services not listed above. Please note you will be required to maintain the data relative to these objectives and report their progress on your quarterly data report.**

15. Provide Collaboration (IEP, ACR, CFT) services to 30 clients each quarter.

16. Provide \_\_\_\_\_ services to \_\_\_\_\_ clients each quarter.



## VI. Program Implementation

The problem statement has described the issue(s) to be addressed. Goals/objectives have defined the ends to be achieved. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant and match funded activities** will be implemented in clear, logical detail and should provide a clear picture of how the program will operate in order to achieve its goals and objectives.

1. Please describe the specific activities each staff member under **this program** will provide to crime victims.

The .5FTE Volunteer Coordinator will be the agency's primary link to collaboration with the CASAs for recruitment in the community. Recruitment of qualified volunteers is essential for the continued growth, integrity and stability of the CASA program. Retraining qualified volunteers is vital for continued seamless representation for child victims. On-going training and updates on the law, community issues as related to maltreatment will be accountable specific activities under the Recruitment Coordinator.

The Case Manager oversees the Advocates encouraging active monitoring and participation with the CASAs in the child's best interest. Responsible to maintain standards of competency by closely supervising each CASA program volunteers. Working with the advocates and the child victims, the Case Manager will act as a resource and catalyst for the Advocates, victims, the victim's families, foster parents and siblings. The Case Manager will monitor the CASAs progress with the case and will assist with the court reports, testimony and other issues the CASAs have in the best interest of the child.

2. How do the activities listed above benefit your target population?

The activities are directly linked and directly benefit the population as they work directly with the child victims and their families for permanency. The whole piece must be synthesized for the best caliber of volunteer for the child. Recruitment, training and then supervision are the key components. Close supervision of the CASA volunteers and interaction with the victim and their families is what the Case Manager does on a daily basis.

3. Given any new issues or barriers to implementation that you encountered during the current performance period, what steps will be taken to address these issues during the new program period?

Quick yet thorough training of the new CASA staff will be imperative to meet program standards. Along with training staff, the reorganization of the program will need somewhat of a learning curve working towards continuous efforts of implementation. Meshing the new staff with their new ideas and new program organization will be difficult and steps will need to be taken to ensure that everyone is up to standards. One of the most difficult barriers, at the same time we have new staff and reorganization, the number of children in the juvenile system is steady. The program is greatly relied upon by the judiciary and the private agencies will need to be quickly "hurdled".

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

Since the CASA program is such a vital part of children's welfare, we prioritize training for our staff in two ways. The first is by individual need. For example, does the person need management training, listening skills or more training on maltreatment. Each of our CASA case managers certainly have different needs. Secondly we look at the need of the program and the agency and where those needs fall. We look for local and cheap forms of training, however we feel it is imperative for the CASA staff to attend the National CASA training and the State of Illinois CASA trainings.

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

Each staff member meets individually with their supervisor to determine their training needs. We keep close track of what training each staff has had and get very specific for example even to the various sessions attended at conferences. We also project the needs of the organization. For example, is more training needed on clergy abuse, or meth training or maltreatment specific issues.

Beside the Case Manager being able to articulate what they feel is needed, the supervisor passes latest conference information that might be relevant to their needs. National CASA and State of Illinois CASA trainings are almost mandatory for staff, as that is their only clear link to specific CASA training.

## 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.

<b>Activity/Service</b>	<b>Month Begun</b>	<b>Month Completed</b>	<b>Personnel Responsible</b>	<b>Frequency</b>
EXAMPLE Distribute brochures	Month 1	Ongoing	Volunteers	As Needed
EXAMPLE Hire medical advocate	Month 1	Month 2	Coordinator	N/A
EXAMPLE Provide support groups	Month 2	Month 12	Advocate	Weekly
Distribute information for upcoming CASA trainings	Month 1,6	Month 2,7	Volunteer Recruiter	As needed but minimally as designated
Training of new CASA volunteers	Month 2-3 & 7-8	Month 4, 9	Ex Director, CASA Case Managers, Volunteer Recruiter	Twice annually (minimally)
Training of all CASAs	Monthly	Monthly	CASA Case Manager, Volunteer Recruiter	Monthly
Supervisory meetings	Weekly	Weekly	CASA Case Manager	Minimum Monthly
Swear in volunteers	Month 3, 8	Month 3, 8	Ex Director, CASA Case Managers, Volunteer Recruiter	Twice annually (minimally)

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

**Implementing Agency: McLean Co./McLean Co. Child Protection Network  
Agreement #: 205049**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Victims Of Crime Act (VOCA)	\$82,410
	Subtotal:	\$82,410
<b>Match:</b>	McLean Co./McLean Co. Child Protection Network	\$20,603
	Subtotal:	\$20,603
<b>Over Match:</b>	McLean Co./McLean Co. Child Protection Network	\$18,715
	Subtotal:	\$18,715
	<b>GRAND TOTAL</b>	<b>\$121,728</b>



EQUIPMENT Item	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
		0		\$ -	\$ -	\$ -
	\$ -	0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
<b>TOTAL EQUIPMENT COST</b>						\$ -

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.  
(See Attached Budget Instructions)

There are no federal or local match funds applicable in this category.

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

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.  
(See Attached Budget Instructions)

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Not applicable						
Program Staff Mileage*				\$ -	\$ -	\$ -
Client Transportation				\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare				\$ -	\$ -	\$ -
PerDiem				\$ -	\$ -	\$ -
Lodging				\$ -	\$ -	\$ -
Other (Specify)				\$ -	\$ -	\$ -
<b>TOTAL TRAVEL COST</b>				\$ -	\$ -	\$ -

\* State rate is calculated at \$.375/mile. If agency rate is lower use that lower rate.

\*\* Out of State Travel requires prior Authority approval.

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

(See Attached Budget Instructions)

There are no federal or local match funds applicable in this category.





	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 82,410.00	\$ 36,899.00	\$ 119,309.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ -	\$ 2,419.00	\$ 2,419.00
<b>TOTAL COST</b>	\$ 82,410.00	\$ 39,318.00	\$ 121,728.00

All procurements must be competitive

**FRINGE BENEFIT WORKSHEET: Agreement # 205049**

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 G-13 and H13).

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	4.380%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	12.030%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$97,366.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$11,713</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$3,300.00
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$3,300.00
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	3.10
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$10,230</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$21,943</b>

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

APPROPRIATION TRANSFER ORDINANCE  
AMENDING THE McLEAN COUNTY FISCAL YEAR 2005  
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, the following transfer of appropriated monies have been reviewed and approved by the appropriate Committee; and,

WHEREAS, such transfer of funds does not affect the total amount appropriated in any fund; and,

WHEREAS, it is deemed desirable that the following transfer of funds be hereby authorized and approved, now, therefore,

BE IT ORDAINED by the County Board of McLean County, now meeting in regular session, as follows:

- (1) That the following transfer of funds be made and authorized:

From:

Asset Forfeiture Unencumbered Fund Balance 0152 0301 0001	\$ 25,000.00
--	--------------

To:

General Fund Unencumbered Fund Balance 0001 0301 0001	\$ 25,000.00
--	--------------

- (2) That the County Clerk provide a certified copy of this Ordinance to the County Auditor and the County Treasurer.

ADOPTED by the McLean County Board this 17th day of January, 2006.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk  
McLean County Board  
McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

# McLEAN COUNTY – GRANT INFORMATION FORM

## General Grant Information

<u>Requesting Agency or Department:</u> <i>State's Attorneys Office</i>	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Grantor:</u> <i>Illinois Criminal Justice Information Authority</i>	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <i>16.588</i> <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> <i>\$95,482.00</i>	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded  <u>Expected Initial Receipt Date:</u>
<u>Anticipated Match Amount (if applicable):</u> <i>\$31,827.00</i>	<u>Source of Matching Funds (if applicable):</u> <i>Existing Personnel (Salary) and telephone service</i>

## Personnel and Information

<u>New personnel will be hired:</u> <input type="checkbox"/> Yes (complete chart below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b><u>New Personnel Expense Chart</u></b>	<b>Current FY</b>	<b>Current FY+1</b>	<b>Current FY+2</b>
Number of Employees:			
Personnel Cost	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Total Cost	\$	\$	\$

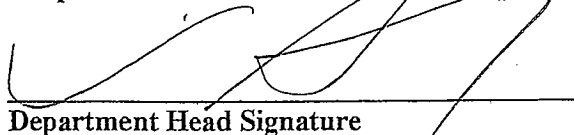
## Additional Costs and Requirements (if applicable)

<u>Description of equipment to be purchased:</u> <i>na</i>	<u>Description of subcontracting costs:</u> <i>na</i>		
<b><u>Additional Costs Chart</u></b>	<b>Current FY</b>	<b>Current FY+1</b>	<b>Current FY+2</b>
Subcontractors	\$	\$	\$
Equipment	\$	\$	\$
Other	\$	\$	\$
Total Cost	\$	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)

*Office will retain personnel hired in first year of grant, one Assistant State's Attorney II and one Administrative Support Supervisor.*

**Responsible Personnel for Grant Reporting and Oversight:**

  
 Department Head Signature

*1-6-05*  
 Date

\_\_\_\_\_  
 Grant Administrator Signature (if different)

\_\_\_\_\_  
 Date



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

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120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

December 14, 2005

Ms. Jodie Ellsworth  
McLean County State's Attorney's Office  
McLean County MDT  
104 West Front Street Room 605  
Bloomington, Illinois 61701

Dear Ms. Ellsworth:

Enclosed you will find interagency agreement #602170, 602174, 602171, 602172 and 602173 between your offices and the Authority for the Domestic Violence Multi-Disciplinary Team Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return the *entire packet* to my attention for further processing.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the draw down of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, and Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

As a point of clarification, these certifications do not represent new civil rights requirements that grantees must adhere to. These certifications reflect existing federal regulations that have always been included in the interagency agreements between your office and the Authority, but now a separate certification is required.

If you have any questions, please feel free to contact me at (312) 793-4457 or by email at [mmazewski@icjia.state.il.us](mailto:mmazewski@icjia.state.il.us). I look forward to working with you on this program.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marilyn Mazewski".

Marilyn Mazewski  
Federal and State Grants Unit

Enclosures

cc: MF #602170, 602174, 602171, 602172, 602173



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael F. Sweeney  
County Board Chairman

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

McLean County on behalf of McLean County State's Attorney's Office

\_\_\_\_\_  
Name of Organization

104 W. Front Street  
Bloomington, Illinois 61702

\_\_\_\_\_  
Address of Organization

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit  
Initial Cash Request

On behalf of McLean County on behalf of the McLean County State's Attorney's Office

I am requesting an initial cash request of \$ 31,262.00 as permitted in Interagency Agreement # 602170

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
State's Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Domestic Violence  
Multi-Disciplinary Team

\_\_\_\_\_  
Program Name

\_\_\_\_\_  
37-5001569

\_\_\_\_\_  
Implementing Agency Fein Number

\*Instructions for completion on reverse side

*For Authority use only*

*Requested  
Disbursal* \_\_\_\_\_

*FED/GR*

*Approved  
by:* \_\_\_\_\_

*Date* \_\_\_\_\_

\_\_\_\_\_  
*Date* \_\_\_\_\_

## INITIAL CASH REQUEST FORM INSTRUCTIONS

- Enter Implementing Agency name and agreement number on the lines provided.
- Enter amount of cash advance necessary to pay for program start-up costs. In calculating this figure, consider equipment purchases that will take place immediately and personnel costs for the first three months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant.

Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. The Authority reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.

- Obtain signature of authorized official and provide the individual's title, program name, and Implementing Agency FEIN (Taxpayer ID) number on the lines provided.
- Return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 South Riverside Plaza, Suite #1016, Chicago, Illinois 60606.

**CIVIL RIGHTS COMPLIANCE CERTIFICATION**

(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County State's Attorney's Office

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person: William A. Yoder

Telephone #: 309.888.5402 Fax #: 309.888.5429 E-mail address: bill.yoder@mcleancountyil.gov

Grant Number/Contract Name: #602170 Domestic Violence Multi-Disciplinary Team Program

**Certification Statement:**

I, William A. Yoder [State's Attorney], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- 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 grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): 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).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that 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 Entity, or any subgrantee or contractor of the Entity, the Entity 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.

**Check the following item(s) that apply:**

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
  - All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

William A. Yoder, State's Attorney  
[Signature of State's Attorney] [Title] [Date]

**CIVIL RIGHTS COMPLIANCE CERTIFICATION**

(Complete ENTIRE certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"):

McLean County

Address: 104 W. Front Street

Bloomington, Illinois 61702

Contact Person: Michael F. Sweeney

Telephone #: 309.888.5112

Fax #: 309.888.5111

E-mail address: mike.sweeney@mcleancountyil.gov

Grant Number/Contract Name: #602170 Domestic Violence Multi-Disciplinary Team Program

**Certification Statement:**

I, Michael F. Sweeney [County Board Chairman], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- 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 grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): 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).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that 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 Entity, or any subgrantee or contractor of the Entity, the Entity 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.

**Check the following item(s) that apply:**

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

\_\_\_\_\_  
[Signature of County Board Chairman]

Michael F. Sweeney, County Board Chairman

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Date]

**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**  
(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, YAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 602170

Federal Grant Award Amount: \$95,482

Grantee/Organization Name (hereafter referred to as the "Entity"):

McLean County

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person: Michael F. Sweeney

Telephone #: 309.888.5412

Fax #: 309.888.5111

E-mail address: mike.sweeney@mcleancountyil.gov

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I, \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- |  |  |
|--|--|
| <input type="checkbox"/> ENTITY HAS LESS THAN 50 EMPLOYEES   | <input type="checkbox"/> ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000 |
| <input type="checkbox"/> ENTITY IS A NON-PROFIT ORGANIZATION | <input type="checkbox"/> ENTITY IS A MEDICAL INSTITUTION                               |
| <input type="checkbox"/> ENTITY IS AN INDIAN TRIBE           | <input type="checkbox"/> ENTITY IS AN EDUCATIONAL INSTITUTION                          |

[Signature of Responsible Official]

[Print Name and Title]

[Date]

**OR** **SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ Michael F. Sweeney \_\_\_\_\_ [County Board Chairman], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of \_\_\_\_\_ McLean County Administration \_\_\_\_\_ [agency/organization name], at \_\_\_\_\_ 115 E. Washington Street, Room 401, P.O. Box 2400, Bloomington, Illinois 61702-2400 \_\_\_\_\_ [address] for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

[Signature of County Board Chairman]

[Michael F. Sweeney, County Board Chairman]

[Date]

**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**  
(Complete **SECTION A OR SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 602170

Federal Grant Award Amount: \$95,482

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County State's Attorney's Office

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person: William A. Yoder

Telephone #: 309.888.5402 Fax #: 309.888.5429 E-mail address: bill.yoder@mcleancountyil.gov

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- |  |  |
|--|--|
| <input type="checkbox"/> ENTITY HAS LESS THAN 50 EMPLOYEES   | <input type="checkbox"/> ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000 |
| <input type="checkbox"/> ENTITY IS A NON-PROFIT ORGANIZATION | <input type="checkbox"/> ENTITY IS A MEDICAL INSTITUTION                               |
| <input type="checkbox"/> ENTITY IS AN INDIAN TRIBE           | <input type="checkbox"/> ENTITY IS AN EDUCATIONAL INSTITUTION                          |

\_\_\_\_\_  
[Signature of Responsible Official]

\_\_\_\_\_  
[Print Name and Title]

\_\_\_\_\_  
[Date]

**OR**                      **SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

*(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)*

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ William A. Yoder \_\_\_\_\_ [State's Attorney], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of \_\_\_\_\_ McLean County Court Services \_\_\_\_\_  
\_\_\_\_\_ [agency/organization name], at \_\_\_\_\_ 104 W. Front Street, Room 103, P.O. Box 2400, Bloomington, Illinois 61702 \_\_\_\_\_ [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

\_\_\_\_\_  
[Signature of State's Attorney]

\_\_\_\_\_  
[William A. Yoder, State's Attorney]

\_\_\_\_\_  
[Date]

**FISCAL INFORMATION SHEET**

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: McLean County on behalf of the McLean County State's Attorney's

Implementing Agency's FEIN #: 37-6001569 Agreement #: 602170

Program Agency: McLean County State's Attorney's Office

Program Title: Domestic Violence Multi-Disciplinary Team Program

1. Who will be responsible for preparing and submitting quarterly fiscal reports?

Name: Cindy Outlaw

Title: Administrative Support Supervisor

Agency: McLean County State's Attorney's Office

Address: 104 West Front Street, Room 605, Bloomington, IL 61701

Phone: 309-888-5402 Fax: 309-888-5429

2. Who will be responsible for preparing and submitting quarterly data/progress reports?

Name: Jane Foster

Title: Assistant State's Attorney

Agency: McLean County State's Attorney's Office

Address: 104 West Front Street, Room 605, Bloomington, IL 61701

Phone: 309-888-5400 Fax: 309-888-5429

3. Will a separate fiscal account/fund be maintained for the program?

\_\_\_\_\_ Yes, this account will maintain: (Choose one)

\_\_\_\_\_ Federal funds only

\_\_\_\_\_ Both federal and local matching funds

  X   No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address: McLean County State's Attorney's Office  
104 West Front Street, Room 605  
Bloomington, IL 61701

ATTN: William A. Yoder, State's Attorney

5. What organization is listed as holder of the bank account into which program funds will be deposited? McLean County

Effective 05/03



**PROGRAM TITLE:** Domestic Violence Multi-Disciplinary Team Program  
**AGREEMENT NUMBER:** 602170

**PREVIOUS AGREEMENT NUMBER(S):** 601170

**ESTIMATED START DATE:** September 1, 2005

**SOURCES OF PROGRAM FUNDING:**

*Violence Against Women Act (FFY02) Funds* \$ 95,482.00  
*Matching Funds:* \$ 31,827.00  
*Over-Matching Funds:* \$ 9,469.00  
**Total:** \$ 136,778.00

**IMPLEMENTING AGENCY:** McLean County on behalf of the McLean County State's Attorney's Office

**ADDRESS:** 104 West Front Street, Room 605  
Bloomington, Illinois 61701

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569

**AUTHORIZED OFFICIAL:** Michael F. Sweeney  
**TITLE:** McLean County Board Chairman  
**TELEPHONE:** 309-888-5110

**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** McLean County Treasurer  
**TELEPHONE:** 309-888-5180

**PROGRAM AGENCY:** McLean County State's Attorney's Office  
**ADDRESS:** 104 West Front Street, Room 605, Bloomington, IL 61701  
**PROGRAM DIRECTOR:** William A. Yoder  
**TITLE:** McLean County State's Attorney  
**TELEPHONE:** 309-888-5402  
**E-MAIL:** [bill.yoder@mcleancountyl.gov](mailto:bill.yoder@mcleancountyl.gov)

**FISCAL CONTACT PERSON:** William A. Yoder  
**AGENCY:** McLean County State's Attorney's Office  
**TITLE:** State's Attorney of McLean County  
**TELEPHONE:** 309-888-5402  
**FAX:** 309-888-5429  
**E-MAIL:** [bill.yoder@mcleancountyl.gov](mailto:bill.yoder@mcleancountyl.gov)

**PROGRAM CONTACT PERSON:** William A. Yoder  
**TITLE:** McLean County State's Attorney's Office  
**TELEPHONE:** 309-888-5402  
**FAX:** 309-888-5429  
**E-MAIL:** [bill.yoder@mcleancountyl.gov](mailto:bill.yoder@mcleancountyl.gov)

INTERAGENCY AGREEMENT

**Violence Against Women Act of 1994 Programs**

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of the McLean County State's Attorney's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 West Front Street, Room 605, Bloomington, Illinois 61701, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

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

**WHEREAS**, pursuant to the Violence Against Women Act of 1994, the Authority has been designated as the State agency responsible for administering this program; and

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

**WHEREAS**, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as priorities of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2002:

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

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Federal and State Grants Unit

- Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, and analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.

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

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

### **SECTION 1. DEFINITIONS**

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

### **SECTION 2. ELIGIBILITY FOR FUNDING**

The Implementing Agency acknowledges that to be considered a victim services program eligible for Violence Against Women Act (VAWA) funding, it must adhere to the following criteria:

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

### **SECTION 3. PERIOD OF PERFORMANCE AND COSTS INCURRED**

The period of performance of this agreement shall be from September 1, 2005 through August 31, 2006.

However, no funds will flow under this agreement for the period of January 1, 2006 through August 31, 2006, unless and until the State of Illinois receives written approval of an extension to the funding period for the Violence Against Women Act Formula Grant Program (02-WF-BX-0021) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

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Federal and State Grants Unit

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 4. COMMENCEMENT OF PERFORMANCE**

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

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

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

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

#### **SECTION 5. PROGRAM DESCRIPTION AND BUDGET**

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.

#### **SECTION 6. PAYMENT**

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 Section 10 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and may be required to submit supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$95,482, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

#### **SECTION 7. MATCH**

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

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

#### **SECTION 8. 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 9. NON-SUPPLANTATION**

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant (replace) nonfederal funds, but will be used to supplement nonfederal funds that would otherwise be available to the Implementing Agency for the types of activities that would be eligible for funding under the Violence Against Women Act of 1994.

#### **SECTION 10. REPORTING AND EVALUATION REQUIREMENTS**

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

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

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

The Implementing Agency agrees to cooperate with Authority or federally funded assessments, evaluations, or information or data collection requests, that are related to the program activities described in Exhibit A. The

Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

#### **SECTION 11. PROGRAM INCOME**

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

#### **SECTION 12. MAINTENANCE OF RECORDS**

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

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

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

#### **SECTION 13. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

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 RFPs 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.

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.

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

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

#### **SECTION 14. 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 15. 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 16. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

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 Section 10 and all other program activity.

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

#### SECTION 17. 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; and (d) other documents required by the Authority.

#### SECTION 18. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office on Violence Against Women (OVW), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Sections 19 and 20 of 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 OVW, the Implementing Agency shall cooperate with



OVW in any preparation by OVW of a national or program environmental assessment of that funded program or activity.

#### **SECTION 19. 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 OVW in complying with the National Historic Preservation Act (NHPA).

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

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

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

#### **SECTION 20. 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:

- Those laws, regulations and guidelines specified in Sections 21 and 27 of this agreement.
- The 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 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; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- 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.; and Environmental Protection Agency regulations (40 CFR Chapter 1).

- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self-Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

#### **SECTION 21. 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).

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

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- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- 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);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- 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 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 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).

## **SECTION 22. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Violence Against Women Act of 1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

**SECTION 23. ASSIGNMENT**

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

**SECTION 24. 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 25. 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 26. EXHIBITS, AMENDMENTS**

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 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2002 Application and Program Guidelines, Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20), U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22), U.S. Department of Justice Regulations Governing Protection of Human Subjects (28 CFR Part 46), U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67) and the rules of the Authority (20 Ill. Adm. Code 1520).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

#### **SECTION 28. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

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 29. CERTIFICATION REGARDING LOBBYING.**

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. If receiving more than \$100,000 pursuant to this agreement, the 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, the 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 30. 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 31. 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 32. 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 33. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and OVW 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 34. PUBLICATIONS**

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

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

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

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

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

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2002-WF-BX-0021, awarded by the Office on Violence Against Women, 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."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

**SECTION 35. FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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

**Name:** County of McLean

**Taxpayer Identification Number:**

Employer Identification Number 37-6001569

*(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. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status:**

- |   |                                     |  |
|---|-------------------------------------|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> | Government Entity                                  |
| <input type="checkbox"/> Owner of Sole Proprietorship   | <input type="checkbox"/>            | Nonresident alien individual                       |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/>            | Estate or legal trust                              |
| <input type="checkbox"/> Tax-exempt hospital or extended care facility                            | <input type="checkbox"/>            | Foreign corporation, partnership, estate, or trust |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/>            | Other: _____                                       |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services |                                     |  |

**SECTION 36. 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 on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants

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- Grant Award Name and Number: Violence Against Woman Formula Grants Program (2002-WF-BX-0021)
- Grant Award Year: Federal Fiscal Year 2002

#### **SECTION 37. DISPOSITION REPORTING**

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 38. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

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 39. 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 40. INTEGRATION**

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

#### **SECTION 41. 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 42. CONFIDENTIALITY REQUIREMENTS**

OVW may issue confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of VAWA funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

### SECTION 43. EQUIPMENT AND COMMODITY REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

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

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.

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

### SECTION 43.1 SPECIAL CONDITIONS

Funding for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) is conditioned upon adherence to the following special conditions by all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action. Inc.

1. No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174), including funds for initial cash requests, advance quarterly payments or quarterly reimbursements, until all required data and fiscal reports from all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action. Inc., are received by the Authority.
2. The Multidisciplinary Team Response Protocol for McLean County shall be submitted to the Authority no later than 6 months after the start date of this agreement.
3. On at least an annual basis, the chief executive officers of all funded partner agencies, or their designees, shall:
  - Review the Multidisciplinary Team Response Protocol;
  - Notify the Authority as to any revisions made to the protocol; and
  - Provide a copy of any protocol revisions to the Authority.
4. On at least a quarterly basis, chief executive officers of all funded partner agencies, or their designees, shall meet regarding issues about the development and implementation of the Multidisciplinary Team Response Protocol.

5. On at least a monthly basis, persons in positions funded through the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) shall meet regarding domestic violence case statuses.
6. Law enforcement funded partners, including the McLean County Sheriff's Department and the Bloomington Police Department shall use a uniform domestic violence law enforcement report form, and encourage non-funded law enforcement agencies in McLean County to use the uniform report form.
7. If any grant-funded position is vacant for more than:
  - 30 days, the Implementing Agency must report by letter to the Authority the reasons for the vacancy, the steps the Implementing Agency is taking to fill the position, the date the Implementing Agency expects the position to be filled, and an explanation as to how services will be provided during the vacancy.
  - 60 days, the Implementing Agency must report by letter to the Authority the steps the Implementing Agency has taken, and will take, to fill the position; the date the Implementing Agency expects the position to be filled; and an explanation as to how services have been, and will continue to be, provided during the vacancy.
  - 90 days, the Implementing Agency must submit a written justification for continued funding to the Authority. Upon review of this justification, the Authority may, in its discretion, reduce the amount of federal funds awarded and/or terminate this agreement.

**SECTION 44. ACCEPTANCE**

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

_____ Lori G. Levin Executive Director Illinois Criminal Justice Information Authority	_____ Date
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_____ Michael F. Sweeney County Board Chairman McLean County	_____ Date
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_____ Rebecca McNeil Treasurer McLean County	_____ Date
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_____ William A. Yoder State's Attorney McLean County	_____ Date
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ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
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## PROPOSAL NARRATIVE

Please respond to each of the items in the following sections. The answers to these questions will be your proposal.

### PART I: DESCRIPTION OF PARTNERSHIP

Please provide a *brief* description of your Multi-disciplinary Team, its members, and how it works. Describe both funded and un-funded partners.

Our MDT is comprised of funded and non-funded partners. Our funded partners are McLean County State's Attorney's Office, McLean County Sheriff's Office, McLean County Adult Court Services, Bloomington Police Department, and Mid-Central Community Action's "Countering Domestic Violence" program. The unfunded partners include Normal Police Department, McLean County Domestic Violence Task Force, Children's Advocacy Center, Collaborative Solutions Institute, PATH, Chestnut Health Systems, BroMenn Hospital, Eleventh Judicial Circuit Family Violence Coordinating Council, Corporate Alliance to End Partner Violence, and Western Avenue Community Center. We have added a new unfunded partner in the Children's Foundation. Our team members meet monthly to discuss any issues, problematic cases, new trainings and any other relevant topics. We have also discussed the adoption of a uniform lethality assessment tool.

Please explain your progress towards evidence-based prosecution or any extensive changes made if your MDT already has one.

The McLean County State's Attorney's Office has been using evidence-based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, recorded statements, statements to medical providers, excited utterances, photographs and independent witnesses in an attempt to gain convictions in the absence of a cooperative victim or if victim safety requires. With this grant, we have been able to better coordinate our response to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

Please explain your progress towards a "No Drop" policy or any extensive changes made if your MDT already has one.

The Mclean County State's Attorney's Office has employed a "No Drop" policy for several years and continue to do so. Once charges are filed, the office proceeds with the prosecution regardless of victim cooperation using the techniques described in our evidence-based prosecution policy.

Please explain your progress towards a no dual arrest policy or any extensive changes made if

your MDT already has one.

The McLean County Sheriff's Department's domestic violence protocol does not specifically address dual arrests. During roll call training with the Sheriff's Office the State's Attorney's Office has discussed dual arrests and has trained officers in how to determine who is the primary aggressor in these types of situations. The Bloomington Police Department's domestic violence protocol discourages dual arrest and requires a thorough investigation to determine the predominant aggressor. This issue was also reviewed with Bloomington during roll call trainings conducted by the State's Attorney's Office. The Normal Police Department's domestic violence protocol does not specifically address dual arrests, but the issue was discussed during roll call training conducted by the State's Attorney's Office. This is a matter that is being discussed by the Steering Committee in their quarterly meetings for the development of a uniform domestic violence protocol.

Please explain your progress towards a uniform Domestic Violence Protocol or any extensive changes made if your MDT already has one.

In 1997, the McLean County State's Attorney's Office, McLean County Sheriff's Department, Bloomington Police Department and the Normal Police Department collaborated with treatment providers, victims' services, the McLean County Domestic Violence Task Force and the Family Violence Coordinating Council to develop and implement coordinated domestic violence protocols. These protocols remain in place and are still being followed. The Steering Committee has been meeting and discussing these protocols to develop a uniform Domestic Violence Protocol that will be adopted by all partners.

Please describe you MDTs relationship with the Family Violence Coordinating Council.

The Family Violence Coordinating Council is a non-funded member of MDT and are active participants in our monthly meetings and training opportunities. Our project coordinator, Jodi Ellsworth, MDT members and the FVCC's Coordinator, Sara Wilham, are currently working on a training opportunity for the local public schools. The Family Violence Coordinating Council also makes all MDT members aware of trainings that are available through the Family Violence Coordinating Council or other agencies. MDT members also attend any meetings held by the Family Coordinating Council and keep the Council informed of the progress made under the grant.

Please describe your progress towards the use of a uniform lethality assessment tool for domestic violence or any extensive changes made if your MDT already has one.

The MDT members have discussed numerous lethality assessment tools. The MDT members are currently engaged in the process of selecting a uniform lethality assessment tool and scheduling the required training for the chosen tool.

## PART II. DESCRIPTION OF JURISDICTION

Please provide a short description of the jurisdiction this project serves, including information on region, population served, any special characteristic or issues.

McLean County is located in Central Illinois, approximately halfway between Chicago and St. Louis on Highway I-55. The principal municipalities in McLean County are Bloomington and Normal. McLean County covers the largest geographical area of any county in the State of Illinois and is the thirteenth largest county, in population, in Illinois. For purposes of the Illinois Criminal Justice Information Authority, McLean County has been characterized as an urban county. We have approximately 150,000 people, consisting of approximately 6% who are African-American and a rapidly growing Hispanic population. The population of McLean County has been increasing at a rate of approximately 1% per year. It is believed that this growth characteristic is unique for Illinois counties outside of certain collar counties around Cook County.

## PART III: PROBLEM STATEMENT

Please explain the domestic violence issues you are addressing through the MDT.

McLean County and its many organizations have long been in the forefront in attempting to address the issue of domestic violence. Despite our previous efforts many areas of concern remain:

- Continuation of intergenerational cycle of abuse within our community.
  - Many children witness or are subject to domestic violence and are trapped in the environment as a result of the victim, usually the mother, not taking steps to remove herself or her children from the household. As a result those children often grow-up believing domestic violence is an acceptable if not standard occurrence in life.
- Victims that have not received services -- no outreach for them so they remain silent and the abuse continues.
  - Many victims are not aware of, or do not participate in services which are available in our community. This occurs, in part, because of a lack of understanding of the programs available and fear of the unknown. As a result the victim remains in the abusive relationship because she feels trapped.
- Rapidly growing Spanish-speaking population that are not receiving treatment and services due to a language barrier and lack of available personnel.
  - Due to a language barrier, information regarding available services or the actual service may not be available because of a lack of personnel that speak Spanish.
- The elderly continue to suffer as a silent population because of lack of manpower to conduct aggressive follow-up in cases.
  - The elderly may be among the most vulnerable victims of domestic violence. Because of a sense of embarrassment or dependency on their abuser, domestic abuser of the elderly often goes unreported.

- Holding the offender accountable for their actions.
  - There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner. The funding of probation officers in McLean County Adult Court Services helps to ensure close monitoring for offenders. In addition, coordination among the partners has helped to build strong cases that can be used for evidence-based prosecution.
- Victims that are hostile to the prosecution process.
  - A lack of understanding or fear of the court system cause many domestic violence victims to fail to follow through with the prosecution process. A quicker response from victim services and a coordinated effort from law enforcement and the State's Attorney's office can increase victim understanding and reduce the fear of the court system.
- Lack of community education or awareness.
  - The MDT members have coordinated their efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT is able to reach a greater number in the community and to educate them regarding the issues of domestic violence and the resources available.
- Need for education of a new generation of police officers in domestic violence issues.
  - The State's Attorney's Office and the project coordinator have conducted roll call trainings at the Bloomington Police Department, Normal Police Department and the McLean County Sheriff's Department. These trainings allow new officers to be informed of the unique issues and challenges that are faced in domestic violence cases and to be informed of what evidence is needed for successful prosecutions, including evidence-based prosecutions

The table below is included to help your jurisdiction identify potential areas in need of improvement. If this information is not easily accessible within your agency, both county and municipal level data for Index offenses, and county level data for domestic offenses are available in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <http://www.isp.state.il.us/>. If you need municipal level data for domestic offense rates or other assistance obtaining any of this information, you may contact the Authority's Research & Analysis Unit at 312/793.8550.

**2001-2003**

Jurisdiction(s) served by your agency	Domestic-Related Arrest			Domestic Violence Prosecution			Numbers of Emergency Orders of Protection		
	2001	2002	2003	2001	2002	2003	2001	2002	2003
McLean County	598	532	531	734	609	578	124	92	74



Jurisdiction(s) served by your agency	Number of clients victim services agency has assisted with Orders of Protection			Number of domestic violence offenders sentenced to probation			Number of domestic violence offenders sentenced to treatment/counseling		
	2001	2002	2003	2001	2002	2003	2001	2002	2003
McLean County	200	180	146	451	344	291	375	290	245

Please describe any gaps in the data requested.

The data provided from Countering Domestic Violence regarding the number of victims assisted with orders of Protection from 2000-2002 reflects ONLY victims who were made Countering Domestic Violence clients. Because the InfoNet data system only tracks client information, the Countering Domestic Violence intake process is now completed for every victim receiving legal advocacy and criminal justice advocacy services—unless their identified partner is already a client. This new procedure took effect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

The data included in the “sentenced to treatment” category is currently gathered from a free text field. In order to gather accurate numbers under our current system, the files would have to be hand searched. We are improving that system of data collection under this grant by utilizing scantron forms that are read optically and fed into the database.

#### PART IV: REVIEW OF GOALS AND OBJECTIVES

Goals and objectives were created for this program during your past period of performance. A data report was also developed that gathered quantifiable information on the activities of your MDT. Use these items to indicate your performance of your goals and objectives from the grant period that began in 2004 and ended in 2005.

##### Goal 1: Build the multidisciplinary team

Objective	
Hire all multidisciplinary team staff by the end of month one	Status: All staff was hired by the agreed date
Procure Necessary equipment for the team by the end of month two	Status: All equipment was purchased or on order by the end of month two
Complete necessary training of team staff by the end of month six	Status: All team staff completed necessary team training including the victims services training course
Develop standards for case assignment to team staff by month three	Status: Standards for case assignments were
Hire all multidisciplinary team staff by the end of month one	Status: All staff was hired by the agreed date

**Goal 2: Track all domestic violence cases through the system to monitor progress and identify areas of improvement**

Objective	
Develop data collection method that captures domestic violence-related offenses across partner agencies within six months of project implementation	Status: Data collection methods were acquired by all of our team members by the end of month four.
Project Coordinator provides team members with analysis of compiled data each month	Status: All data is turned in every month in order to track each agencies changes from month to month as a team and discussed at the MDT monthly meetings
Conduct monthly Team reviews of the compiled data to identify gaps or areas of improvement	Status: The MDT discusses the data and specific cases and how they are handled or could be handled more smoothly.

**Goal 3: Improve communication between Multi-Disciplinary Team partners**

Objective	
Develop coordinated domestic violence Protocols within one year of project implementation	Status: We have combined all departments' protocols and have produced one protocol and are continuing to make changes and corrections to it as needed.
Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	Status: Representatives from each department of our MDT attend the FVCC meetings regularly. We discuss our DV objectives at these meetings.
Conduct monthly Multi-Disciplinary Team meetings	Status: Monthly MDT meeting are held every month on the second Tuesday. We occasionally find that one meeting is not enough and tend to meet as a team numerous other occasions.

**Goal 4: Improve jurisdictional response to victims of domestic violence**

Objective	Performance Indicator
85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> <li>Number of domestic-related offenses reports to law enforcement. 1520 (L.E. section of data report)</li> <li>Number of these reports in which victim was informed of rights. 1520 (Victim services section of data report)</li> <li>Number of these reports in which victims were referred to victim service agency. 1411 (Victim services section of data report)</li> <li>Narrative on status: Victims were</li> </ul>

	<p>notified of their rights in every domestic violence case in McLean County</p>
<p>85 percent of domestic- related reports to law enforcement will be submitted to victim service agency within 48 hours</p>	<ul style="list-style-type: none"> <li>• Number of victims served 1329</li> <li>• Number of victims partially served 0</li> <li>• Number of victims not served 0</li> </ul> <p>(All data found within the victim services section of data report) Narrative on status: Victims in need of services were fully served.</p>
<p>Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement as needed</p>	<ul style="list-style-type: none"> <li>• Number of incident reports 1520 (L.E. section of data report)</li> <li>• Number of cases/incidents investigated 1296 (L.E. section of data report)</li> <li>• Number of domestic-related reports in which digital photographs were collected 854 (L.E. section of data report)</li> <li>• Narrative on status: Photographs were taken in 80% of all physical domestic violence cases. Cases that were verbal did not require photos to be taken</li> </ul>
<p>90 percent of Orders of Protection filed will be entered into Leads in 24 hours of filing.</p>	<ul style="list-style-type: none"> <li>• Number of Orders of Protection requested 241</li> <li>• Number of Orders of Protection filed 228</li> </ul> <p>(Data is found in L.E., victim services and prosecution sections) Narrative on status: Orders of Protection are tracked as temporary and final OP's. We have combined the numbers of each category to achieve this total number. These numbers come from victim services and prosecution data collection</p>
<p>80 percent of domestic-related arrests will be referred for prosecution</p>	<ul style="list-style-type: none"> <li>• Number of domestic-related arrests 1520 (L.E. section of data report)</li> <li>• Number of domestic-related arrests referred for prosecution 1520 (L.E. section of data report)</li> <li>• Number of case referrals received 606 (Prosecution section of data report)</li> <li>• Narrative on status: 100% of DV arrests were referred for prosecution. All arrests are referred to prosecution 100% of the time. There are 606 Cases in which an arrest was not made but</li> </ul>

	sent up to prosecution as a referral for prosecution.
90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> <li>• Number of case referrals received 606</li> <li>• Number of cases in which charges were filed 546</li> <li>• Number of cases in which an affirmative decision was made not to file charges 60</li> <li>• Number of cases transferred to a higher or lower court 0 (All data can be found in the prosecution section of data report)</li> <li>• Narrative on status: 90% of all DV related arrests have been reviewed for completeness.</li> </ul>
85 percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> <li>• Number of victims receiving legal advocacy services 235 (Victim services section of data report)</li> <li>• Number of victims assisted with Order of Protection 200 (L.E., Victim services and prosecution sections of data report)</li> <li>• Narrative on status: more than 85% of clients receiving legal advocacy were assisted with orders of protection</li> </ul>

### PART V: REVIEW OF PROGRESS

How has the development of the MDT changed the way the partner agencies interact with other criminal justice and victim service agencies?

The MDT approach to a Coordinated Community Response to Domestic Violence has helped our county to communicate more effectively and understand the jobs of other agencies in order to be more productive. Each department can communicate in a more efficient manner in order to follow through with each case with a full understanding of all of the details that go along with particular cases. MDT partners communicate from the arrest and the referral to victim services to prosecution and right down to the probation department in many cases. The MDT has opened the lines of communication between every department and has also joined numerous agencies in McLean County into a network of communication. With this new collaborative effort our community is more aware of resources and services available in McLean County.

Explain any refinements that will need to be made to the protocols.

McLean County is in the process of making continuous revisions to the universal protocol throughout the next couple of years of this grant to achieve a protocol that includes various organizations that are new to our Multi-Disciplinary Team. We are refining the wording of our protocol to ensure that they can benefit all organizations in our community.

What barriers or obstacles to implementation has the MDT encountered?

Our agencies are spread out a little more than other counties working on this VAWA project. This can mean that sharing data and producing reports can be a little more challenging. However, even with this geographic discrepancy we work together very effectively and have set some effective guidelines to aid us in our communication.

How will you address these barriers?

We are making changes to accommodate this challenge. Some of these changes include more frequent meetings with team members and more communication with the Project Coordinator regarding the happenings in each department. A more organized method of data collection will help to report our progress to the MDT more effectively.

What training has the MDT members attended and how has this affected the MDT?

The Fifth International Conference on Domestic Violence in San Diego CA gave essential information regarding Domestic Violence and how it has evolved over the past few years. The information presented at this conference has inspired our project. Our team received cross training of other disciplines which helped them to have a better understanding of other aspects of the law enforcement system. Team members were trained new and innovative ways to protect victims and to prosecute more effectively. Numerous lethality assessments were presented and taught to the team to have a better understanding of how to effectively use a lethality assessment.

Five team members attended the Coordinated Community Response Conference in Duluth MN. Through the efforts of our team members we will present the information we learned to our team as well as partner agencies in our community in December. We learned how to more effectively achieve a coordinated community response. Along with this we were presented with new and different ideas and resources in order to aid us in our effort to build an effective coordinated community response.

The Project Coordinator attended the VESSA Training in Springfield. This training was beneficial to our team because it allowed us to bring this information back to the team and inform them of this Act. It also was presented to the CAEPV board that the Project Coordinator is on in order to inform employers of this new Act and how it can help workers and their families.

The Project Coordinator and the funded Assistant State's Attorney attended the 40 Hour Victim Services Training. This was beneficial to our team by having these two team members understand the job and components of victim services.

ASA Jane Foster attended the National District Attorneys Conference at Hollings National Advisory Center. At this training prosecutors were trained on evidence based prosecution.

Along with this various methods of lethality assessments were evaluated.

What trainings do the MDT members still need?

We hope to have the entire MDT, police officers, prosecutors, victims service advocates, probation and other community members trained to use our selected Lethality Assessment Tool in the next few months.

## PART VI: GOALS AND OBJECTIVES

**Goal 1:** Improve communication between Multi-Disciplinary Team partners

Objective	Performance Indicator
➤ Review coordinated domestic violence Protocols every year of project implementation	<ul style="list-style-type: none"> <li>➤ Date coordinated domestic violence Protocols reviewed</li> <li>➤ Number of changes made to protocols</li> </ul>
➤ Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	<ul style="list-style-type: none"> <li>➤ Number of Family Violence Coordinating Council meetings attended by project staff</li> <li>➤ Number of project progress reports provided to Council</li> </ul>
➤ Conduct monthly Multi-Disciplinary Team meetings for funded staff	<ul style="list-style-type: none"> <li>➤ Number of monthly Multi-Disciplinary Team meetings conducted</li> </ul>
➤ Conduct quarterly Multi-Disciplinary Team Steering meeting for Heads of funded agencies	<ul style="list-style-type: none"> <li>➤ Number of quarterly Multi-Disciplinary Team Steering meetings conducted</li> </ul>

**Goal 2:** Improve jurisdictional response to victims of domestic violence.

Objective	Performance Indicator
➤ <u>85</u> percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> <li>➤ Number of domestic-related offenses reports to law enforcement</li> <li>➤ Number of victims informed of rights</li> <li>➤ Number of these reports in which victims were referred to victim service agency</li> </ul>
➤ <u>80</u> percent of victims that were seeking services	<ul style="list-style-type: none"> <li>➤ Number of victims served</li> <li>➤ Number of victims partially served</li> <li>➤ Number of victims not served</li> </ul>
➤ Digital photographs will be collected in <u>80</u> percent of domestic-related reports to law enforcement	<ul style="list-style-type: none"> <li>➤ Number of victims served</li> <li>➤ Number of domestic-related incident reports</li> <li>➤ Number of domestic-related cases/incidents investigated</li> <li>➤ Number of domestic-related reports in</li> </ul>

	which digital photographs were collected
➤ 80 percent of Orders of Protection filed that are granted	<ul style="list-style-type: none"> <li>➤ Number of Orders of protection requested</li> <li>➤ Number of Orders of Protection granted</li> </ul>
➤ 80 percent of domestic-related arrests will be referred for prosecution	<ul style="list-style-type: none"> <li>➤ Number of domestic-related arrests</li> <li>➤ Number of domestic-related arrests referred for prosecution</li> </ul>
➤ 90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> <li>➤ Number of domestic-related cases received</li> <li>➤ Number of domestic-related cases where charges were filed</li> <li>➤ Number of domestic-related cases in which an affirmative decision was made not to file charges</li> <li>➤ Number of cases transferred to a higher or lower court</li> </ul>
➤ 85 percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> <li>➤ Number of victims receiving legal advocacy services</li> <li>➤ Number of victims assisted with Order of Protection</li> </ul>
➤ 40 percent of cases charged as felonies	<ul style="list-style-type: none"> <li>➤ Number of misdemeanor charges</li> <li>➤ Number of felony charges</li> <li>➤ Number of charges dropped</li> </ul>
➤ 80 percent of offenders will receive intense probation services	<ul style="list-style-type: none"> <li>➤ Number of unduplicated count of cases receiving probation services</li> <li>➤ Number of face-to-face meetings with offender</li> <li>➤ Number of telephone contact with offender</li> <li>➤ Number of unscheduled surveillance of offender</li> </ul>

## PART VII: PROGRAM STRATEGY

What direction do you see your MDT moving and how do you plan on achieving this?

Over the course of the next year the MDT will have implemented the lethality assessment to every funded and non funded partner agency in McLean County. The MDT is planning on doing DV training in hospitals and schools to raise awareness as well as provide necessary information to our community health care organizations and school districts. Through our monthly meetings we hope to achieve more productive and timely accomplishments of our goals. Over the course of the next year we will continue to improve our communication skills and do many community awareness events to raise awareness of DV.

### PARTVIII: 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 activities and services that will be provided; the month the activity begins; the month the activity is completed; the personnel responsible for each activity and the frequency with which the activity will be provided.

Activity	Month Begun	Month Completed	Agency/Personnel Responsible	If ongoing, how often?
<i>Example: Coordinate the MDT meeting with frontline staff</i>	<i>Month 1</i>	<i>Month 12</i>	<i>Project Coordinator</i>	<i>Monthly</i>
Conduct MDT meetings with funded and un-funded partners	Month 1	Month 12	Project Coordinator and all project staff	Monthly
Track all domestic violence cases	Month 1	Month 12	Project Coordinator, Law Enforcement, and State's Attorney's Office	Monthly
Roll Call Training for Law Enforcement	Month 3	Month 3	Project Coordinator, State's Attorney's Office and Countering Domestic Violence	Yearly
Implicate a Uniform Lethality Assessment Tool – begin training all grant and community partners	Month 1	Month 12	Project Coordinator, all project staff and un-funded partners that wish to participate	
Meet with DV Task Force Members	Month 3	Month 12	project coordinator, and all project staff	Monthly



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

**Implementing Agency: McLean County State's Attorney's Office  
Agreement #: 602170**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Violence Against Wome Act (VAWA) FFFY02	\$95,482
	Subtotal:	\$95,482
<b>Match:</b>	McLean County State's Attorney's Office	\$31,827
	Subtotal:	\$31,827
<b>Over Match:</b>	McLean County State's Attorney's Office	\$9,469
	Subtotal:	\$9,469
	<b>GRAND TOTAL</b>	<b>\$136,778</b>



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

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

(See Attached Budget Instructions)

COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
n/a	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
<b>TOTAL COMMODITIES COST</b>					\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.  
(See Attached Budget Instructions)

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
n/a						
Program Staff Mileage*				\$ -	\$ -	\$ -
Client Transportation				\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare					\$ -	\$ -
PerDiem					\$ -	\$ -
Lodging					\$ -	\$ -
Other (Specify)				\$ -	\$ -	\$ -
* State rate is calculated at \$.375/mile. If agency rate is lower use that lower rate.						
** Out of State Travel requires prior Authority approval.						
<b>TOTAL TRAVEL COST</b>				\$ -	\$ -	\$ -

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.  
 (See Attached Budget Instructions)

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Cell Service	\$40.00					\$ 480.00	\$ 480.00
Telephone Service					\$ -		\$ -
Pager service					\$ -	\$ -	\$ -
Conference Registration Fees						\$ -	\$ -
Other: (Specify)					\$ -		\$ -
Other (Specify)					\$ -		\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
<b>TOTAL CONTRACTUAL COST</b>					\$ -	\$ 480.00	\$ 480.00

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

(See Attached Budget Instructions)

Cell Service: for cell phone provided for Project Coordinator to facilitate communication with all partner agencies.

	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 95,482.00	\$ 40,816.00	\$ 136,298.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ -	\$ 480.00	\$ 480.00
<b>TOTAL COST</b>	\$ 95,482.00	\$ 41,296.00	\$ 136,778.00

All procurements must be competitive

**FRINGE BENEFIT WORKSHEET: Agreement # 602170**

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 G-13 and H13).

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	8.580%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	16.230%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$110,555.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$17,943</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$3,000.00
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$3,000.00
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	2.60
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$7,800</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$25,743</b>

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



**McLEAN COUNTY – GRANT INFORMATION FORM**

**General Grant Information**

<u>Requesting Agency or Department:</u> McLean County Court Services	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Grantor:</u> Illinois Criminal Justice Information Authority	<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input checked="" type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> \$ 65,462.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded  <u>Expected Initial Receipt Date:</u>
<u>Anticipated Match Amount (if applicable):</u> \$35,237	<u>Source of Matching Funds (if applicable):</u> \$24,000 AOIC and \$6099 supervisors time

**Personnel and Information**

<u>New personnel will be hired:</u> <input checked="" type="checkbox"/> Yes (complete chart below) <input type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

<u>New Personnel Expense Chart</u>	Current FY	Current FY+1	Current FY+2
Number of Employees:	2		
Personnel Cost	\$76,355	\$	\$
Fringe Benefit Cost	\$19,230	\$	\$
Total Cost	\$95,585	\$	\$

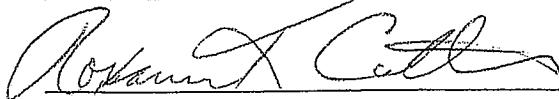
**Additional Costs and Requirements (if applicable)**

<u>Description of equipment to be purchased:</u>	<u>Description of subcontracting costs:</u>		
--	---	--	--

<u>Additional Costs Chart</u>	Current FY	Current FY+1	Current FY+2
Subcontractors	\$	\$	\$
Equipment	\$	\$	\$
Other	\$	\$	\$
Total Cost	\$	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)

**Responsible Personnel for Grant Reporting and Oversight:**

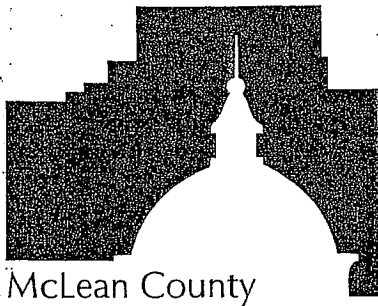
  
 Department Head Signature

1-5-04  
 Date

\_\_\_\_\_  
 Grant Administrator Signature (if different)

\_\_\_\_\_  
 Date

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
_____ Chairman	_____ Date



## COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103  
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

## Memo

To: Honorable Members of the Justice Committee  
From: Roxanne K. Castleman *RKC*  
CC: Chief Judge Elizabeth A. Robb  
Date: 1/5/2006  
Re: Domestic Violence Grant

In September of 2004 McLean County was awarded a grant from the Illinois Criminal Justice Information Authority to fund a domestic violence multi-disciplinary team program. The grant is a renewable three year grant. The second year of the grant funding is \$65,462 and covers the cost of two (2) domestic violence probation officers.

I have attached a copy of the recently received the second year contract, as well as the county's grant information form for you review and approval.

The cash match of \$24,000 is paid by salary subsidy reimbursement from the Administrative Office of the Illinois Courts..

I will be present at the justice meeting, to answer any questions you may have.

Thank you for your consideration in this matter.



ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY

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120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

December 14, 2005

Ms. Jodie Ellsworth  
McLean County State's Attorney's Office  
McLean County MDT  
104 West Front Street Room 605  
Bloomington, Illinois 61701

Dear Ms. Ellsworth:

Enclosed you will find interagency agreement #602170, 602174, 602171, 602172 and 602173 between your offices and the Authority for the Domestic Violence Multi-Disciplinary Team Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return the *entire packet* to my attention for further processing.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the draw down of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, and Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

As a point of clarification, these certifications do not represent new civil rights requirements that grantees must adhere to. These certifications reflect existing federal regulations that have always been included in the interagency agreements between your office and the Authority, but now a separate certification is required.

If you have any questions, please feel free to contact me at (312) 793-4457 or by email at [mmazewski@icjia.state.il.us](mailto:mmazewski@icjia.state.il.us). I look forward to working with you on this program.

Sincerely,

Marilyn Mazewski  
Federal and State Grants Unit

Enclosures

cc: MF #602170, 602174, 602171, 602172, 602173

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit  
Initial Cash Request

On behalf of McLean County on behalf of the McLean County Court Services

I am requesting an initial cash request of \$ \_\_\_\_\_ as permitted in Interagency Agreement # 602174

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Program Name

\_\_\_\_\_  
Implementing Agency Fein Number

\*Instructions for completion on reverse side

*For Authority use only*

*Requested*  
*Disbursal* \_\_\_\_\_

*FED/GR*

*Approved*  
*by:* \_\_\_\_\_

*Date* \_\_\_\_\_

\_\_\_\_\_  
*Date* \_\_\_\_\_

## INITIAL CASH REQUEST FORM INSTRUCTIONS

- Enter Implementing Agency name and agreement number on the lines provided.
- Enter amount of cash advance necessary to pay for program start-up costs. In calculating this figure, consider equipment purchases that will take place immediately and personnel costs for the first three months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant.

Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. The Authority reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.

- Obtain signature of authorized official and provide the individual's title, program name, and Implementing Agency FEIN (Taxpayer ID) number on the lines provided.
- Return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 South Riverside Plaza, Suite #1016, Chicago, Illinois 60606.



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Michael F. Sweeney  
County Board Chairman

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

McLean County on behalf of McLean County Court Services

\_\_\_\_\_  
Name of Organization

104 W. Front Street  
Bloomington, Illinois 61702

\_\_\_\_\_  
Address of Organization

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**FISCAL INFORMATION SHEET**

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: McLean County on behalf of the McLean County Court Services

Implementing Agency's FEIN #: 37-6001569 Agreement #: 602174

Program Agency: McLean County Court Services

Program Title: Domestic Violence Multi-Disciplinary Team Program

1. Who will be responsible for preparing and submitting quarterly fiscal reports?

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Who will be responsible for preparing and submitting quarterly data/progress reports?

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_



3. Will a separate fiscal account/fund be maintained for the program?

\_\_\_\_\_ Yes, this account will maintain: (Choose one)

\_\_\_\_\_ Federal funds only

\_\_\_\_\_ Both federal and local matching funds

\_\_\_\_\_ No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN:

\_\_\_\_\_

5. What organization is listed as holder of the bank account into which program funds will be deposited?

Effective 05/03

(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 602174

Federal Grant Award Amount: \$65,462

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE
- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

[Signature of Responsible Official]

[Print Name and Title]

[Signature]

[Date]

**OR SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, Michael F. Sweeney [County Board Chairman], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of McLean County Administration

\_\_\_\_\_ [agency/organization name], at 115 E. Washington Street, Room 401, P.O. Box 2400, Bloomington, Illinois 61702-2400 [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

[Signature of County Board Chairman]

[Michael F. Sweeney, County Board Chairman]

[Date]

(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 602174

Federal Grant Award Amount: \$65,462

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County Court Services

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN INDIAN TRIBE
- ENTITY IS AN EDUCATIONAL INSTITUTION

[Signature of Responsible Official]

[Print Name and Title]

[Date]

**OR** **SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ Roxanne K. Castleman \_\_\_\_\_ [Director], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of \_\_\_\_\_ McLean County Court Services \_\_\_\_\_

\_\_\_\_\_ [agency/organization name], at \_\_\_\_\_ 104 W. Front Street, Room 103, P.O. Box 2400, Bloomington, Illinois 61702 \_\_\_\_\_ [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

[Signature of Director]

[Roxanne K. Castleman, Director]

[Date]

(Complete ENTIRE certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"):

McLean County Court Services

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name: #602174 Domestic Violence Multi-Disciplinary Team Program

**Certification Statement:**

I, Roxanne K. Castleman [Director], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- 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 grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): 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).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that 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 Entity, or any subgrantee or contractor of the Entity, the Entity 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.

**Check the following item(s) that apply:**

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS **HAVE HAD NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS **HAVE HAD FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
- All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

Roxanne K. Castleman, Director

[Signature of Director]

[Title]

[Date]

(Complete ENTIRE certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #: Fax #: E-mail address:

Grant Number/Contract Name: #602174 Domestic Violence Multi-Disciplinary Team Program

**Certification Statement:**

I, Michael F. Sweeney [County Board Chairman], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- 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 grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): 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).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that 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 Entity, or any subgrantee or contractor of the Entity, the Entity 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.

**Check the following item(s) that apply:**

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
  - All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

Michael F. Sweeney, County Board Chairman  
[Signature of County Board Chairman] [Title] [Date]

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and IS NOT required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
  - Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
  - Sign the certification.
  - If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

**CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS**

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
  - Print the name of the responsible official who is certifying to compliance and the name of the entity.
  - If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
  - Sign the certification.

**PROGRAM TITLE:** Domestic Violence Multi-Disciplinary Team Program  
**AGREEMENT NUMBER:** 602174  
**PREVIOUS AGREEMENT NUMBER(S):** 601174

**ESTIMATED START DATE:** September 1, 2005

**SOURCES OF PROGRAM**

**FUNDING:**  
*Violence Against Women Act (FFY02) Funds* \$ 65,462.00  
*Matching Funds* \$ 21,821.00  
*Over-Matching Funds* \$ 13,416.00  
**Total:** \$ 100,699.00

**IMPLEMENTING AGENCY:** McLean County on behalf of McLean County Court Services  
**ADDRESS:** 104 W. Front St. Room 103  
Bloomington IL 61702

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569

**AUTHORIZED OFFICIAL:** Michael F. Sweeney  
**TITLE:** McLean County Board Chairman  
**TELEPHONE:** 309-888-5110

**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** McLean County Treasurer  
**TELEPHONE:** 309-888-5180

**PROGRAM AGENCY:** McLean County Court Services  
**ADDRESS:** 104 W. Front St.  
Box 2400, Room 103  
Bloomington, IL 61702

**PROGRAM DIRECTOR:** Roxanne K. Castleman  
**TITLE:** Director  
**TELEPHONE:** 309-888-5361  
**E-MAIL:** [Roxanne.castleman@mcleancountyl.gov](mailto:Roxanne.castleman@mcleancountyl.gov)

**FISCAL CONTACT PERSON:** Roxanne K. Castleman  
**AGENCY:** McLean County Court Services  
**TITLE:** Director  
**TELEPHONE:** 309-888-5361  
**FAX:** 309-8885434  
**E-MAIL:** [Roxanne.castleman@mcleancountyl.gov](mailto:Roxanne.castleman@mcleancountyl.gov)

**PROGRAM CONTACT PERSON:** Dallas M. Lyle  
**TITLE:** Deputy Director  
**TELEPHONE:** 309-888-5360  
**FAX:** 309-888-5434  
**E-MAIL:** [dallas.lyle@mcleancountyl.gov](mailto:dallas.lyle@mcleancountyl.gov)

INTERAGENCY AGREEMENT

Violence Against Women Act of 1994 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of the McLean County Court Services, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, P.O. Box 2400, Room 103, Bloomington, Illinois 61702, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

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

**WHEREAS**, pursuant to the Violence Against Women Act of 1994, the Authority has been designated as the State agency responsible for administering this program; and

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

**WHEREAS**, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as priorities of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2002:

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit



- Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, and analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.

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

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

### SECTION 1. DEFINITIONS

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

### SECTION 2. ELIGIBILITY FOR FUNDING

The Implementing Agency acknowledges that to be considered a victim services program eligible for Violence Against Women Act (VAWA) funding, it must adhere to the following criteria:

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

### SECTION 3. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2005 through August 31, 2006.

However, no funds will flow under this agreement for the period of January 1, 2006 through August 31, 2006, unless and until the State of Illinois receives written approval of an extension to the funding period for the Violence Against Women Act Formula Grant Program (02-WF-BX-0021) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

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 4. COMMENCEMENT OF PERFORMANCE**

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

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

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

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

#### **SECTION 5. PROGRAM DESCRIPTION AND BUDGET**

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.

#### **SECTION 6. PAYMENT**

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 Section 10 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and may be required to submit supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$65,462, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

#### **SECTION 7. MATCH**

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

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

#### **SECTION 8. 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 9. NON-SUPLANTATION**

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant (replace) nonfederal funds, but will be used to supplement nonfederal funds that would otherwise be available to the Implementing Agency for the types of activities that would be eligible for funding under the Violence Against Women Act of 1994.

#### **SECTION 10. REPORTING AND EVALUATION REQUIREMENTS**

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

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

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

The Implementing Agency agrees to cooperate with Authority or federally funded assessments, evaluations, or information or data collection requests, that are related to the program activities described in Exhibit A. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

**SECTION 11. PROGRAM INCOME**

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

**SECTION 12. MAINTENANCE OF RECORDS**

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

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

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

**SECTION 13. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

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 RFPs 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.

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.

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

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

#### **SECTION 14. 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 15. 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 16. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

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 Section 10 and all other program activity.

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

#### SECTION 17. 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; and (d) other documents required by the Authority.

#### SECTION 18. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office on Violence Against Women (OVW), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Sections 19 and 20 of 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 OVW, the Implementing Agency shall cooperate with OVW in any preparation by OVW of a national or program environmental assessment of that funded program or activity.

## **SECTION 19. 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 OVW in complying with the National Historic Preservation Act (NHPA).

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

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

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

## **SECTION 20. 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:

- Those laws, regulations and guidelines specified in Sections 21 and 27 of this agreement.
- The 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 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; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- 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.; and Environmental Protection Agency regulations (40 CFR Chapter 1).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.

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- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

#### **SECTION 21. 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).

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. 3789(d);

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- Title VI of the Civil Rights Act of 1964, as amended;
- 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);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- 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 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 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).

## **SECTION 22. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Violence Against Women Act of 1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

## **SECTION 23. ASSIGNMENT**

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

#### **SECTION 24. 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 25. 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 26. EXHIBITS, AMENDMENTS**

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 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets

Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2002 Application and Program Guidelines, Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20), U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22), U.S. Department of Justice Regulations Governing Protection of Human Subjects (28 CFR Part 46), U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67) and the rules of the Authority (20 Ill. Adm. Code 1520).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

#### **SECTION 28. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

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 29. CERTIFICATION REGARDING LOBBYING.**

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. If receiving more than \$100,000 pursuant to this agreement, the 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, the 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 30. 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 31. 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 32. 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 33. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and OVW 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 34. PUBLICATIONS**

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

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

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

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

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

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2002-WF-BX-0021, awarded by the Office on Violence Against Women, 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."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

**SECTION 35. FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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

Name: McLean County

**Taxpayer Identification Number:**

Employer Identification Number 37-6001569

*(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. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status:**

- |   |                                     |  |
|---|-------------------------------------|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> | Government Entity                                  |
| <input type="checkbox"/> Owner of Sole Proprietorship   | <input type="checkbox"/>            | Nonresident alien individual                       |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/>            | Estate or legal trust                              |
| <input type="checkbox"/> Tax-exempt hospital or extended care facility                            | <input type="checkbox"/>            | Foreign corporation, partnership, estate, or trust |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/>            | Other: _____                                       |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services |                                     |  |

**SECTION 36. 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 on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants
- Grant Award Name and Number: Violence Against Woman Formula Grants Program (2002-WF-BX-0021)

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- Grant Award Year: Federal Fiscal Year 2002

#### **SECTION 37. DISPOSITION REPORTING**

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 38. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

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 39. 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 40. INTEGRATION**

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

#### **SECTION 41. 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 42. CONFIDENTIALITY REQUIREMENTS**

OVW may issue confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of VAWA funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

#### **SECTION 43. EQUIPMENT AND COMMODITY REQUIREMENTS**

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

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

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.

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

#### SECTION 43.1 SPECIAL CONDITIONS

Funding for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) is conditioned upon adherence to the following special conditions by all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action, Inc.

1. No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174), including funds for initial cash requests, advance quarterly payments or quarterly reimbursements, until all required data and fiscal reports from all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action, Inc., are received by the Authority.
2. The Multidisciplinary Team Response Protocol for McLean County shall be submitted to the Authority no later than 6 months after the start date of this agreement.
3. On at least an annual basis, the chief executive officers of all funded partner agencies, or their designees, shall:
  - Review the Multidisciplinary Team Response Protocol;
  - Notify the Authority as to any revisions made to the protocol; and
  - Provide a copy of any protocol revisions to the Authority.
4. On at least a quarterly basis, chief executive officers of all funded partner agencies, or their designees, shall meet regarding issues about the development and implementation of the Multidisciplinary Team Response Protocol.
5. On at least a monthly basis, persons in positions funded through the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) shall meet regarding



domestic violence case statuses.

6. Law enforcement funded partners, including McLean County Sheriff's Department and the Bloomington Police Department, shall use a uniform domestic violence law enforcement report form, and encourage non-funded law enforcement agencies in McLean County to use the uniform report form.
7. If any grant-funded position is vacant for more than:
  - 30 days, the Implementing Agency must report by letter to the Authority the reasons for the vacancy, the steps the Implementing Agency is taking to fill the position, the date the Implementing Agency expects the position to be filled, and an explanation as to how services will be provided during the vacancy.
  - 60 days, the Implementing Agency must report by letter to the Authority the steps the Implementing Agency has taken, and will take, to fill the position; the date the Implementing Agency expects the position to be filled; and an explanation as to how services have been, and will continue to be, provided during the vacancy.
  - 90 days, the Implementing Agency must submit a written justification for continued funding to the Authority. Upon review of this justification, the Authority may, in its discretion, reduce the amount of federal funds awarded and/or terminate this agreement.

**SECTION 44. ACCEPTANCE**

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

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Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority

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Date

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Michael F. Sweeney  
County Board Chairman  
McLean County

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Date

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Rebecca McNeil  
Treasurer  
McLean County

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Date

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Roxanne K. Castleman  
McLean County Court Services Director  
McLean County

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Date

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ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## PROPOSAL NARRATIVE

Please respond to each of the items in the following sections. The answers to these questions will be your proposal.

### PART I: DESCRIPTION OF PARTNERSHIP

Please provide a *brief* description of your Multi-disciplinary Team, its members, and how it works. Describe both funded and un-funded partners.

Our MDT is comprised of funded and non-funded partners. Our funded partners are McLean County State's Attorney's Office, McLean County Sheriff's Office, McLean County Adult Court Services, Bloomington Police Department, and Mid-Central Community Action's "Countering Domestic Violence" program. The unfunded partners include Normal Police Department, McLean County Domestic Violence Task Force, Children's Advocacy Center, Collaborative Solutions Institute, PATH, Chestnut Health Systems, BroMenn Hospital, Eleventh Judicial Circuit Family Violence Coordinating Council, Corporate Alliance to End Partner Violence, and Western Avenue Community Center. We have added a new unfunded partner in the Children's Foundation. Our team members meet monthly to discuss any issues, problematic cases, new trainings and any other relevant topics. We have also discussed the adoption of a uniform lethality assessment tool.

Please explain your progress towards evidence-based prosecution or any extensive changes made if your MDT already has one.

The McLean County State's Attorney's Office has been using evidence-based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, recorded statements, statements to medical providers, excited utterances, photographs and independent witnesses in an attempt to gain convictions in the absence of a cooperative victim or if victim safety requires. With this grant, we have been able to better coordinate our response to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

Please explain your progress towards a "No Drop" policy or any extensive changes made if your MDT already has one.

The Mclean County State's Attorney's Office has employed a "No Drop" policy for several years and continue to do so. Once charges are filed, the office proceeds with the prosecution regardless of victim cooperation using the techniques described in our evidence-based prosecution policy.

Please explain your progress towards a no dual arrest policy or any extensive changes made if

your MDT already has one.

The McLean County Sheriff's Department's domestic violence protocol does not specifically address dual arrests. During roll call training with the Sheriff's Office the State's Attorney's Office has discussed dual arrests and has trained officers in how to determine who is the primary aggressor in these types of situations. The Bloomington Police Department's domestic violence protocol discourages dual arrest and requires a thorough investigation to determine the predominant aggressor. This issue was also reviewed with Bloomington during roll call trainings conducted by the State's Attorney's Office. The Normal Police Department's domestic violence protocol does not specifically address dual arrests, but the issue was discussed during roll call training conducted by the State's Attorney's Office. This is a matter that is being discussed by the Steering Committee in their quarterly meetings for the development of a uniform domestic violence protocol.

Please explain your progress towards a uniform Domestic Violence Protocol or any extensive changes made if your MDT already has one.

In 1997, the McLean County State's Attorney's Office, McLean County Sheriff's Department, Bloomington Police Department and the Normal Police Department collaborated with treatment providers, victims' services, the McLean County Domestic Violence Task Force and the Family Violence Coordinating Council to develop and implement coordinated domestic violence protocols. These protocols remain in place and are still being followed. The Steering Committee has been meeting and discussing these protocols to develop a uniform Domestic Violence Protocol that will be adopted by all partners.

Please describe you MDTs relationship with the Family Violence Coordinating Council.

The Family Violence Coordinating Council is a non-funded member of MDT and are active participants in our monthly meetings and training opportunities. Our project coordinator, Jodi Ellsworth, MDT members and the FVCC's Coordinator, Sara Wilham, are currently working on a training opportunity for the local public schools. The Family Violence Coordinating Council also makes all MDT members aware of trainings that are available through the Family Violence Coordinating Council or other agencies. MDT members also attend any meetings held by the Family Coordinating Council and keep the Council informed of the progress made under the grant.

Please describe your progress towards the use of a uniform lethality assessment tool for domestic violence or any extensive changes made if your MDT already has one.

The MDT members have discussed numerous lethality assessment tools. The MDT members are currently engaged in the process of selecting a uniform lethality assessment tool and scheduling the required training for the chosen tool.

## PART II. DESCRIPTION OF JURISDICTION

Please provide a short description of the jurisdiction this project serves, including information on region, population served, any special characteristic or issues.

McLean County is located in Central Illinois, approximately halfway between Chicago and St. Louis on Highway I-55. The principal municipalities in McLean County are Bloomington and Normal. McLean County covers the largest geographical area of any county in the State of Illinois and is the thirteenth largest county, in population, in Illinois. For purposes of the Illinois Criminal Justice Information Authority, McLean County has been characterized as an urban county. We have approximately 150,000 people, consisting of approximately 6% who are African-American and a rapidly growing Hispanic population. The population of McLean County has been increasing at a rate of approximately 1% per year. It is believed that this growth characteristic is unique for Illinois counties outside of certain collar counties around Cook County.

## PART III: PROBLEM STATEMENT

Please explain the domestic violence issues you are addressing through the MDT.

McLean County and its many organizations have long been in the forefront in attempting to address the issue of domestic violence. Despite our previous efforts many areas of concern remain:

- Continuation of intergenerational cycle of abuse within our community.
  - Many children witness or are subject to domestic violence and are trapped in the environment as a result of the victim, usually the mother, not taking steps to remove herself or her children from the household. As a result those children often grow-up believing domestic violence is an acceptable if not standard occurrence in life.
- Victims that have not received services – no outreach for them so they remain silent and the abuse continues.
  - Many victims are not aware of, or do not participate in services which are available in our community. This occurs, in part, because of a lack of understanding of the programs available and fear of the unknown. As a result the victim remains in the abusive relationship because she feels trapped.
- Rapidly growing Spanish-speaking population that are not receiving treatment and services due to a language barrier and lack of available personnel.
  - Due to a language barrier, information regarding available services or the actual service may not be available because of a lack of personnel that speak Spanish.
- The elderly continue to suffer as a silent population because of lack of manpower to conduct aggressive follow-up in cases.
  - The elderly may be among the most vulnerable victims of domestic violence. Because of a sense of embarrassment or dependency on their abuser, domestic abuser of the elderly often goes unreported.

- Holding the offender accountable for their actions.
  - There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner. The funding of probation officers in McLean County Adult Court Services helps to ensure close monitoring for offenders. In addition, coordination among the partners has helped to build strong cases that can be used for evidence-based prosecution.
- Victims that are hostile to the prosecution process.
  - A lack of understanding or fear of the court system cause many domestic violence victims to fail to follow through with the prosecution process. A quicker response from victim services and a coordinated effort from law enforcement and the State's Attorney's office can increase victim understanding and reduce the fear of the court system.
- Lack of community education or awareness.
  - The MDT members have coordinated their efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT is able to reach a greater number in the community and to educate them regarding the issues of domestic violence and the resources available.
- Need for education of a new generation of police officers in domestic violence issues.
  - The State's Attorney's Office and the project coordinator have conducted roll call trainings at the Bloomington Police Department, Normal Police Department and the McLean County Sheriff's Department. These trainings allow new officers to be informed of the unique issues and challenges that are faced in domestic violence cases and to be informed of what evidence is needed for successful prosecutions, including evidence-based prosecutions

The table below is included to help your jurisdiction identify potential areas in need of improvement. If this information is not easily accessible within your agency, both county and municipal level data for Index offenses, and county level data for domestic offenses are available in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <http://www.isp.state.il.us/>. If you need municipal level data for domestic offense rates or other assistance obtaining any of this information, you may contact the Authority's Research & Analysis Unit at 312/793.8550.

**2001-2003**

Jurisdiction(s) served by your agency	Domestic-Related Arrest			Domestic Violence Prosecution			Numbers of Emergency Orders of Protection		
	2001	2002	2003	2001	2002	2003	2001	2002	2003
McLean County	598	532	531	734	609	578	124	92	74

Jurisdiction(s) served by your agency	Number of clients victim services agency has assisted with Orders of Protection			Number of domestic violence offenders sentenced to probation			Number of domestic violence offenders sentenced to treatment/counseling		
	2001	2002	2003	2001	2002	2003	2001	2002	2003
McLean County	200	180	146	451	344	291	375	290	245

Please describe any gaps in the data requested.

The data provided from Countering Domestic Violence regarding the number of victims assisted with orders of Protection from 2000-2002 reflects ONLY victims who were made Countering Domestic Violence clients. Because the InfoNet data system only tracks client information, the Countering Domestic Violence intake process is now completed for every victim receiving legal advocacy and criminal justice advocacy services—unless their identified partner is already a client. This new procedure took effect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

The data included in the “sentenced to treatment” category is currently gathered from a free-text field. In order to gather accurate numbers under our current system, the files would have to be hand searched. We are improving that system of data collection under this grant by utilizing scantron forms that are read optically and fed into the database.

#### PART IV: REVIEW OF GOALS AND OBJECTIVES

Goals and objectives were created for this program during your past period of performance. A data report was also developed that gathered quantifiable information on the activities of your MDT. Use these items to indicate your performance of your goals and objectives from the grant period that began in 2004 and ended in 2005.

##### Goal 1: Build the multidisciplinary team

Objective	
Hire all multidisciplinary team staff by the end of month one	Status: All staff was hired by the agreed date
Procure Necessary equipment for the team by the end of month two	Status: All equipment was purchased or on order by the end of month two
Complete necessary training of team staff by the end of month six	Status: All team staff completed necessary team training including the victims services training course
Develop standards for case assignment to team staff by month three	Status: Standards for case assignments were
Hire all multidisciplinary team staff by the end of month one	Status: All staff was hired by the agreed date

**Goal 2: Track all domestic violence cases through the system to monitor progress and identify areas of improvement**

Objective	
Develop data collection method that captures domestic violence-related offenses across partner agencies within six months of project implementation	Status: Data collection methods were acquired by all of our team members by the end of month four.
Project Coordinator provides team members with analysis of compiled data each month	Status: All data is turned in every month in order to track each agencies changes from month to month as a team and discussed at the MDT monthly meetings
Conduct monthly Team reviews of the compiled data to identify gaps or areas of improvement	Status: The MDT discusses the data and specific cases and how they are handled or could be handled more smoothly.

**Goal 3: Improve communication between Multi-Disciplinary Team partners**

Objective	
Develop coordinated domestic violence Protocols within one year of project implementation	Status: We have combined all departments' protocols and have produced one protocol and are continuing to make changes and corrections to it as needed.
Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	Status: Representatives from each department of our MDT attend the FVCC meetings regularly. We discuss our DV objectives at these meetings.
Conduct monthly Multi-Disciplinary Team meetings	Status: Monthly MDT meeting are held every month on the second Tuesday. We occasionally find that one meeting is not enough and tend to meet as a team numerous other occasions.

**Goal 4: Improve jurisdictional response to victims of domestic violence**

Objective	Performance Indicator
85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> <li>Number of domestic-related offenses reports to law enforcement. [1520] (L.E. section of data report)</li> <li>Number of these reports in which victim was informed of rights. [1520] (Victim services section of data report)</li> <li>Number of these reports in which victims were referred to victim service agency. [1411] (Victim services section of data report)</li> <li>Narrative on status: Victims were</li> </ul>



	<p>notified of their rights in every domestic violence case in McLean County</p>
<p>85 percent of domestic- related reports to law enforcement will be submitted to victim service agency within 48 hours</p>	<ul style="list-style-type: none"> <li>• Number of victims served 1329</li> <li>• Number of victims partially served 0</li> <li>• Number of victims not served 0</li> </ul> <p>(All data found within the victim services section of data report) Narrative on status: Victims in need of services were fully served.</p>
<p>Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement as needed</p>	<ul style="list-style-type: none"> <li>• Number of incident reports 1520 (L.E. section of data report)</li> <li>• Number of cases/incidents investigated 1296 (L.E. section of data report)</li> <li>• Number of domestic-related reports in which digital photographs were collected 854 (L.E. section of data report)</li> <li>• Narrative on status: Photographs were taken in 80% of all physical domestic violence cases. Cases that were verbal did not require photos to be taken.</li> </ul>
<p>90 percent of Orders of Protection filed will be entered into Leads in 24 hours of filing.</p>	<ul style="list-style-type: none"> <li>• Number of Orders of Protection requested 241</li> <li>• Number of Orders of Protection filed 228</li> </ul> <p>(Data is found in L.E., victim services and prosecution sections) Narrative on status: Orders of Protection are tracked as temporary and final OP's. We have combined the numbers of each category to achieve this total number. These numbers come from victim services and prosecution data collection</p>
<p>80 percent of domestic-related arrests will be referred for prosecution</p>	<ul style="list-style-type: none"> <li>• Number of domestic-related arrests 1520 (L.E. section of data report)</li> <li>• Number of domestic-related arrests referred for prosecution 1520 (L.E. section of data report)</li> <li>• Number of case referrals received 606 (Prosecution section of data report)</li> <li>• Narrative on status: 100% of DV arrests were referred for prosecution. All arrests are referred to prosecution 100% of the time. There are 606 Cases in which an arrest was not made but</li> </ul>

	sent up to prosecution as a referral for prosecution.
90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> <li>• Number of case referrals received 606</li> <li>• Number of cases in which charges were filed 546</li> <li>• Number of cases in which an affirmative decision was made not to file charges 60</li> <li>• Number of cases transferred to a higher or lower court 0 (All data can be found in the prosecution section of data report)</li> <li>• Narrative on status: 90% of all DV related arrests have been reviewed for completeness.</li> </ul>
85 percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> <li>• Number of victims receiving legal advocacy services 235 (Victim services section of data report)</li> <li>• Number of victims assisted with Order of Protection 200 (L.E., Victim services and prosecution sections of data report)</li> <li>• Narrative on status: more than 85% of clients receiving legal advocacy were assisted with orders of protection</li> </ul>

### PART V: REVIEW OF PROGRESS

How has the development of the MDT changed the way the partner agencies interact with other criminal justice and victim service agencies?

The MDT approach to a Coordinated Community Response to Domestic Violence has helped our county to communicate more effectively and understand the jobs of other agencies in order to be more productive. Each department can communicate in a more efficient manner in order to follow through with each case with a full understanding of all of the details that go along with particular cases. MDT partners communicate from the arrest and the referral to victim services to prosecution and right down to the probation department in many cases. The MDT has opened the lines of communication between every department and has also joined numerous agencies in McLean County into a network of communication. With this new collaborative effort our community is more aware of resources and services available in McLean County.

Explain any refinements that will need to be made to the protocols.

McLean County is in the process of making continuous revisions to the universal protocol throughout the next couple of years of this grant to achieve a protocol that includes various organizations that are new to our Multi-Disciplinary Team. We are refining the wording of our protocol to ensure that they can benefit all organizations in our community.

What barriers or obstacles to implementation has the MDT encountered?

Our agencies are spread out a little more than other counties working on this VAWA project. This can mean that sharing data and producing reports can be a little more challenging. However, even with this geographic discrepancy we work together very effectively and have set some effective guidelines to aid us in our communication.

How will you address these barriers?

We are making changes to accommodate this challenge. Some of these changes include more frequent meetings with team members and more communication with the Project Coordinator regarding the happenings in each department. A more organized method of data collection will help to report our progress to the MDT more effectively.

What training has the MDT members attended and how has this affected the MDT?

The Fifth International Conference on Domestic Violence in San Diego CA gave essential information regarding Domestic Violence and how it has evolved over the past few years. The information presented at this conference has inspired our project. Our team received cross training of other disciplines which helped them to have a better understanding of other aspects of the law enforcement system. Team members were trained new and innovative ways to protect victims and to prosecute more effectively. Numerous lethality assessments were presented and taught to the team to have a better understanding of how to effectively use a lethality assessment.

Five team members attended the Coordinated Community Response Conference in Duluth MN. Through the efforts of our team members we will present the information we learned to our team as well as partner agencies in our community in December. We learned how to more effectively achieve a coordinated community response. Along with this we were presented with new and different ideas and resources in order to aid us in our effort to build an effective coordinated community response.

The Project Coordinator attended the VESSA Training in Springfield. This training was beneficial to our team because it allowed us to bring this information back to the team and inform them of this Act. It also was presented to the CAEPV board that the Project Coordinator is on in order to inform employers of this new Act and how it can help workers and their families.

The Project Coordinator and the funded Assistant State's Attorney attended the 40 Hour Victim Services Training. This was beneficial to our team by having these two team members understand the job and components of victim services.

ASA Jane Foster attended the National District Attorneys Conference at Hollings National Advisory Center. At this training prosecutors were trained on evidence based prosecution.

Along with this various methods of lethality assessments were evaluated.

What trainings do the MDT members still need?

We hope to have the entire MDT, police officers, prosecutors, victims service advocates, probation and other community members trained to use our selected Lethality Assessment Tool in the next few months.

## PART VI: GOALS AND OBJECTIVES

**Goal 1:** Improve communication between Multi-Disciplinary Team partners

Objective	Performance Indicator
➤ Review coordinated domestic violence Protocols every year of project implementation	<ul style="list-style-type: none"> <li>➤ Date coordinated domestic violence Protocols reviewed</li> <li>➤ Number of changes made to protocols</li> </ul>
➤ Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	<ul style="list-style-type: none"> <li>➤ Number of Family Violence Coordinating Council meetings attended by project staff</li> <li>➤ Number of project progress reports provided to Council</li> </ul>
➤ Conduct monthly Multi-Disciplinary Team meetings for funded staff	➤ Number of monthly Multi-Disciplinary Team meetings conducted
➤ Conduct quarterly Multi-Disciplinary Team Steering meeting for Heads of funded agencies	➤ Number of quarterly Multi-Disciplinary Team Steering meetings conducted

**Goal 2:** Improve jurisdictional response to victims of domestic violence.

Objective	Performance Indicator
➤ <u>85</u> percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> <li>➤ Number of domestic-related offenses reports to law enforcement</li> <li>➤ Number of victims informed of rights</li> <li>➤ Number of these reports in which victims were referred to victim service agency</li> </ul>
➤ <u>80</u> percent of victims that were seeking services	<ul style="list-style-type: none"> <li>➤ Number of victims served</li> <li>➤ Number of victims partially served</li> <li>➤ Number of victims not served</li> </ul>
➤ Digital photographs will be collected in <u>80</u> percent of domestic-related reports to law enforcement	<ul style="list-style-type: none"> <li>➤ Number of victims served</li> <li>➤ Number of domestic-related incident reports</li> <li>➤ Number of domestic-related cases/incidents investigated</li> <li>➤ Number of domestic-related reports in</li> </ul>

	which digital photographs were collected
➤ 80 percent of Orders of Protection filed that are granted	<ul style="list-style-type: none"> <li>➤ Number of Orders of protection requested</li> <li>➤ Number of Orders of Protection granted</li> </ul>
➤ 80 percent of domestic-related arrests will be referred for prosecution	<ul style="list-style-type: none"> <li>➤ Number of domestic-related arrests</li> <li>➤ Number of domestic-related arrests referred for prosecution</li> </ul>
➤ 90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> <li>➤ Number of domestic-related cases received</li> <li>➤ Number of domestic-related cases where charges were filed</li> <li>➤ Number of domestic-related cases in which an affirmative decision was made not to file charges</li> <li>➤ Number of cases transferred to a higher or lower court</li> </ul>
➤ 85 percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> <li>➤ Number of victims receiving legal advocacy services</li> <li>➤ Number of victims assisted with Order of Protection</li> </ul>
➤ 40 percent of cases charged as felonies	<ul style="list-style-type: none"> <li>➤ Number of misdemeanor charges</li> <li>➤ Number of felony charges</li> <li>➤ Number of charges dropped</li> </ul>
➤ 80 percent of offenders will receive intense probation services	<ul style="list-style-type: none"> <li>➤ Number of unduplicated count of cases receiving probation services</li> <li>➤ Number of face-to-face meetings with offender</li> <li>➤ Number of telephone contact with offender</li> <li>➤ Number of unscheduled surveillance of offender</li> </ul>

## PART VII: PROGRAM STRATEGY

What direction do you see your MDT moving and how do you plan on achieving this?

Over the course of the next year the MDT will have implemented the lethality assessment to every funded and non funded partner agency in McLean County. The MDT is planning on doing DV training in hospitals and schools to raise awareness as well as provide necessary information to our community health care organizations and school districts. Through our monthly meetings we hope to achieve more productive and timely accomplishments of our goals. Over the course of the next year we will continue to improve our communication skills and do many community awareness events to raise awareness of DV.

### PARTVIII: 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 activities and services that will be provided; the month the activity begins; the month the activity is completed; the personnel responsible for each activity and the frequency with which the activity will be provided.

Activity	Month Begin	Month Completed	Agency/Personnel Responsible	If ongoing, how often?
<i>Example: Coordinate the MDT meeting with frontline staff</i>	<i>Month 1</i>	<i>Month 12</i>	<i>Project Coordinator</i>	<i>Monthly</i>
Conduct MDT meetings with funded and un-funded partners	Month 1	Month 12	Project Coordinator and all project staff	Monthly
Track all domestic violence cases	Month 1	Month 12	Project Coordinator, Law Enforcement, and State's Attorney's Office	Monthly
Roll Call Training for Law Enforcement	Month 3	Month 3	Project Coordinator, State's Attorney's Office and Countering Domestic Violence	Yearly
Implicate a Uniform Lethality Assessment Tool – begin training all grant and community partners	Month 1	Month 12	Project Coordinator, all project staff and un-funded partners that wish to participate	
Meet with DV Task Force Members	Month 3	Month 12	project coordinator, and all project staff	Monthly

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

**Implementing Agency: McLean County Court Services  
Agreement #: 602174**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Violence Against Wome Act (VAWA) FFFY02	\$65,462
	Subtotal:	\$65,462
<b>Match:</b>	McLean County Court Services	\$21,821
	Subtotal:	\$21,821
<b>Over Match:</b>	McLean County Court Services	\$13,416
	Subtotal:	\$13,416
	<b>GRAND TOTAL</b>	<b>\$100,699</b>

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>
Probation Officer	\$ 37,343.00	12	100%	\$ 23,281.00	\$ 14,062.00	\$ 37,343.00
Probation Officer	\$ 37,017.00	12	100%	\$ 23,280.00	\$ 13,737.00	\$ 37,017.00
Deputy Director	\$ 60,989.00	12	10%		\$ 6,099.00	\$ 6,099.00
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
<b>Total FTE</b>			2.10	\$ -	\$ -	\$ -
			<b>Total Salary</b>	\$ 46,561.00	\$ 33,898.00	\$ 80,459.00
			Fringe Benefits (Use figure from Fringe Benefit Worksheet)	\$ 18,901.00	\$ 1,339.00	\$ 20,240.00
			<b>TOTAL PERSONNEL SERVICES</b>	\$ 65,462.00	\$ 35,237.00	\$ 100,699.00

Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.  
(See Attached Budget Instructions)

The two probation officers will each be responsible for the day to day supervision of the domestic violence offenders. They will ensure the offender receives an evaluation as well as monitor the treatment recommendations. They will each be responsible for 40 clients.

The deputy director will be responsible for the day to day supervision of the two probation officers. These duties include, completing performance evaluations, reviewing case files for accuracy of work, training, and overseeing the day to day operations of the unit.

12	100%	\$ 37,343.00	\$ 23,281.00	\$ 14,062.00	\$ 37,343.00
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EQUIPMENT Item	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Total Cost	
	\$ -	-		\$ -	\$ -	\$ -	
	\$ -	-		\$ -	\$ -	\$ -	
	\$ -	-		\$ -	\$ -	\$ -	
	\$ -	-		\$ -	\$ -	\$ -	
	\$ -	-		\$ -	\$ -	\$ -	
	\$ -	-		\$ -	\$ -	\$ -	
	\$ -	-		\$ -	\$ -	\$ -	
	\$ -	-		\$ -	\$ -	\$ -	
	\$ -	-		\$ -	\$ -	\$ -	
	\$ -	-		\$ -	\$ -	\$ -	
	\$ -	-		\$ -	\$ -	\$ -	
<b>TOTAL EQUIPMENT COST</b>						\$ -	NA

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.  
 (See Attached Budget Instructions)

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

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

(See Attached Budget Instructions)

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*				\$ -	\$ -	\$ -
Client Transportation				\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare				\$ -	\$ -	\$ -
PerDiem				\$ -	\$ -	\$ -
Lodging				\$ -	\$ -	\$ -
Other (Specify)				\$ -	\$ -	\$ -
<b>TOTAL TRAVEL COST</b>						\$ -

\* State rate is calculated at \$.375/mile. If agency rate is lower use that lower rate.

\*\* Out of State Travel requires prior Authority approval.

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.  
(See Attached Budget Instructions)

Budget & Budget Narrative	McLean County Court Services	Agreement#	602174												
CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost								
Cell Service					\$ -	\$ -	\$ -								
Telephone Service					\$ -	\$ -	\$ -								
Pager service					\$ -	\$ -	\$ -								
Conference Registration Fees					\$ -	\$ -	\$ -								
Other: (Specify)					\$ -	\$ -	\$ -								
Other (Specify)					\$ -	\$ -	\$ -								
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -								
					\$ -	\$ -	\$ -								
					\$ -	\$ -	\$ -								
					\$ -	\$ -	\$ -								
					\$ -	\$ -	\$ -								
<b>TOTAL CONTRACTUAL COST</b>											\$	-	\$	-	NA

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.  
(See Attached Budget Instructions)

	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 65,462.00	\$ 35,237.00	\$ 100,699.00
EQUIPMENT	\$ -	\$ -	NA
COMMODITIES	\$ -	\$ -	NA
TRAVEL	\$ -	\$ -	NA
CONTRACTUAL	\$ -	\$ -	NA
<b>TOTAL COST</b>	\$ 65,462.00	\$ 35,237.00	\$ 100,699.00

All procurements must be competitive

**FRINGE BENEFIT WORKSHEET: Agreement # 602174**

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 G-13 and H13).

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	8.850%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	16.500%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$80,459.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$13,276</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$3,316.00
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$3,316.00
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	2.10
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$6,964</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$20,240</b>

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

**McLEAN COUNTY - GRANT INFORMATION FORM**

**General Grant Information**

<u>Requesting Agency or Department:</u> <p align="center" style="font-size: 1.2em;"><i>Sheriff</i></p>	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Grantor:</u> <p align="center" style="font-size: 1.2em;"><i>Illinois Criminal Justice Information Authority</i></p>	<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> \$ <i>136,665</i>	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded  <u>Expected Initial Receipt Date:</u>
<u>Anticipated Match Amount (if applicable):</u> \$ <i>47,166</i>	<u>Source of Matching Funds (if applicable):</u> <i>\$24,166 - Mid-Central      \$17,000 - Automobile Administration      \$6,000 - Administration</i>

**Personnel and Information**

<u>New personnel will be hired:</u> <input checked="" type="checkbox"/> Yes (complete chart below) <input type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

<u>New Personnel Expense Chart</u>	Current FY	Current FY+1	Current FY+2
Number of Employees:	1		
Personnel Cost	\$47,541	\$	\$
Fringe Benefit Cost	\$15,245	\$	\$
Total Cost	\$62,786	\$	\$

**Additional Costs and Requirements (if applicable)**

<u>Description of equipment to be purchased:</u>	<u>Description of subcontracting costs:</u>		
--	---	--	--

<u>Additional Costs Chart</u>	Current FY	Current FY+1	Current FY+2
Subcontractors	\$71,879	\$	\$
Equipment	\$17,000	\$	\$
Other	\$2,000	\$	\$
Total Cost	\$90,879	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)

Responsible Personnel for Grant Reporting and Oversight:

*Derrick Tate*  
 Department Head Signature

1-6-06  
 Date

\_\_\_\_\_  
 Grant Administrator Signature (if different)

\_\_\_\_\_  
 Date

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
_____ Chairman	_____ Date



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

December 14, 2005

Ms. Jodie Ellsworth  
McLean County State's Attorney's Office  
McLean County MDT  
104 West Front Street Room 605  
Bloomington, Illinois 61701

Dear Ms. Ellsworth:

Enclosed you will find interagency agreement #602170, 602174, #602171, 602172 and 602173 between your offices and the Authority for the Domestic Violence Multi-Disciplinary Team Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return the *entire packet* to my attention for further processing.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the draw down of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, and Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

As a point of clarification, these certifications do not represent new civil rights requirements that grantees must adhere to. These certifications reflect existing federal regulations that have always been included in the interagency agreements between your office and the Authority, but now a separate certification is required.

If you have any questions, please feel free to contact me at (312) 793-4457 or by email at [mmazewski@icjia.state.il.us](mailto:mmazewski@icjia.state.il.us). I look forward to working with you on this program.

Sincerely,

Marilyn Mazewski  
Federal and State Grants Unit

Enclosures

cc: MF #602170, 602174, 602171, 602172, 602173



ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Federal and State Grants Unit

Initial Cash Request

On behalf of McLean County on behalf of the McLean County Sheriff's Office

I am requesting an initial cash request of \$ \_\_\_\_\_ as permitted in Interagency Agreement #\_602171\_\_\_\_\_

Signature of Authorized Official

Date

Title

Program Name

Implementing Agency Fein Number

\*Instructions for completion on reverse side

For Authority use only

Requested Disbursal \_\_\_\_\_

FED/GR

Approved by: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## INITIAL CASH REQUEST FORM INSTRUCTIONS

- Enter Implementing Agency name and agreement number on the lines provided.
- Enter amount of cash advance necessary to pay for program start-up costs. In calculating this figure, consider equipment purchases that will take place immediately and personnel costs for the first three months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant.

Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. The Authority reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.

- Obtain signature of authorized official and provide the individual's title, program name, and Implementing Agency FEIN (Taxpayer ID) number on the lines provided.
- Return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 South Riverside Plaza, Suite #1016, Chicago, Illinois 60606.



## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going 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 employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7. Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

McLean County on behalf of the McLean County Sheriff's Office  
104 W. Front Street  
Bloomington, Illinois 61702

2. Application Number and/or Project Name

#602171 Domestic Violence Multi-Disciplinary Team Program

3. Grantee IRS/Vendor Number

37-6001569

4. Typed Name and Title of Authorized Representative

Michael F. Sweeney  
County Board Chairman

5. Signature

6. Date

## EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

### COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and IS NOT required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

#### OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
  - Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
  - Sign the certification.
  - If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

## CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
  - Print the name of the responsible official who is certifying to compliance and the name of the entity.
  - If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
  - Sign the certification.

**CIVIL RIGHTS COMPLIANCE CERTIFICATION**  
(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #: Fax #: E-mail address:

Grant Number/Contract Name: #602171 Domestic Violence Multi-Disciplinary Team Program

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**Certification Statement:**

I, Michael F. Sweeney [County Board Chairman], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- 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 grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): 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).

*(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)*

In addition, I certify that 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 Entity, or any subgrantee or contractor of the Entity, the Entity 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.

**Check the following item(s) that apply:**

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS **HAVE HAD NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS **HAVE HAD FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
  - All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

Michael F. Sweeney, County Board Chairman  
[Signature of County Board Chairman] [Title] [Date]

**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**  
(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, YAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 602171

Federal Grant Award Amount: \$136,665

Grantee/Organization Name (hereafter referred to as the "Entity"):

McLean County

Address: 104 W. Front Street

Bloomington, Illinois 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

---

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

ENTITY HAS LESS THAN 50 EMPLOYEES

ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000

ENTITY IS A NON-PROFIT ORGANIZATION

ENTITY IS A MEDICAL INSTITUTION

ENTITY IS AN INDIAN TRIBE

ENTITY IS AN EDUCATIONAL INSTITUTION

---

[Signature of Responsible Official]

[Print Name and Title]

[Date]

**OR**

**SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

*(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)*

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, \_\_\_\_\_ Michael F. Sweeney \_\_\_\_\_ [County Board Chairman], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of \_\_\_\_\_ McLean County Administration \_\_\_\_\_ [agency/organization name], at \_\_\_\_\_ 115 E. Washington Street, Room 401, P.O. Box 2400, Bloomington, Illinois 61702-2400 \_\_\_\_\_ [address] for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

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[Signature of County Board Chairman]

[Michael F. Sweeney, County Board Chairman]

[Date]

**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**  
(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 602171

Federal Grant Award Amount: \$136,665

Grantee/Organization Name (hereafter referred to as the "Entity"): McLean County Sheriff's Office

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

I, \_\_\_\_\_ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

**Check all of the following that apply:**

- |  |  |
|--|--|
| <input type="checkbox"/> ENTITY HAS LESS THAN 50 EMPLOYEES   | <input type="checkbox"/> ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000 |
| <input type="checkbox"/> ENTITY IS A NON-PROFIT ORGANIZATION | <input type="checkbox"/> ENTITY IS A MEDICAL INSTITUTION                               |
| <input type="checkbox"/> ENTITY IS AN INDIAN TRIBE           | <input type="checkbox"/> ENTITY IS AN EDUCATIONAL INSTITUTION                          |

[Signature of Responsible Official]

[Print Name and Title]

[Date]

**OR** **SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, David Owens [Sheriff], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of McLean County Sheriff's Office

\_\_\_\_\_ [agency/organization name], at 104 W. Front Street, Bloomington, Illinois 61702 [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

[Signature of Sheriff]

[David Owens, Sheriff]

[Date]



**CIVIL RIGHTS COMPLIANCE CERTIFICATION**

(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, YAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"):

McLean County Sheriff's Office

Address: 104 W. Front Street  
Bloomington, Illinois 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name: #602171 Domestic Violence Multi-Disciplinary Team Program

**Certification Statement:**

I, David Owens [Sheriff], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- 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 grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): 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).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that 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 Entity, or any subgrantee or contractor of the Entity, the Entity 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.

**Check the following item(s) that apply:**

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

David Owens, Sheriff

[Signature of Sheriff]

[Title]

[Date]

**FISCAL INFORMATION SHEET**

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: McLean County on behalf of the McLean County Sheriff's Office

Implementing Agency's FEIN #: 37-6001569 Agreement #: 602171

Program Agency: McLean County Sheriff's Office

Program Title: Domestic Violence Multi-Disciplinary Team Program

1. Who will be responsible for preparing and submitting quarterly fiscal reports?

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Who will be responsible for preparing and submitting quarterly data/progress reports?

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Will a separate fiscal account/fund be maintained for the program?

\_\_\_\_\_ Yes, this account will maintain: (Choose one)

\_\_\_\_\_ Federal funds only

\_\_\_\_\_ Both federal and local matching funds

\_\_\_\_\_ No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_

5. What organization is listed as holder of the bank account into which program funds will be deposited?

Effective 05/03

**PROGRAM TITLE:** Domestic Violence Multi-Disciplinary Team Program  
**AGREEMENT NUMBER:** 602171  
**PREVIOUS AGREEMENT NUMBER(S):** 601171  
**ESTIMATED START DATE:** September 1, 2005  
**SOURCES OF PROGRAM FUNDING:**  
*Violence Against Women Act (FFY02) Funds* \$ 136,665  
*Matching Funds:* \$ 45,555  
*Over-Matching Funds:* \$ 1,611  
**Total:** \$ 183,831

**IMPLEMENTING AGENCY:** McLean County on behalf of the McLean County Sheriff's Office  
**ADDRESS:** 104 W. Front Street  
Bloomington, Illinois 61702  
**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569  
**AUTHORIZED OFFICIAL:** Michael F. Sweeney  
**TITLE:** County Board Chairman  
**TELEPHONE:** 309-888-5180  
**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** McLean County Treasurer  
**TELEPHONE:** 309-888-5180

**PROGRAM AGENCY:** McLean County Sheriff's Office  
**ADDRESS:** 104 W. Front Street  
Bloomington, Illinois 61702-2400  
**PROGRAM DIRECTOR:** David Owens  
**TITLE:** Sheriff  
**TELEPHONE:** 309-888-5034  
**E-MAIL:**

**FISCAL CONTACT PERSON:** Derrick Love  
**AGENCY:** McLean County Sheriff's Office  
**TITLE:** Chief Deputy  
**TELEPHONE:** 309-888-5035  
**FAX:**  
**E-MAIL:**  
**PROGRAM CONTACT PERSON:** Bonnie Serone  
**TITLE:** Lieutenant  
**TELEPHONE:** 309-888-5166  
**FAX:** 309-888-5936  
**E-MAIL:** Bonnie.serone@mcleancountyil.gov

INTERAGENCY AGREEMENT

**Violence Against Women Act of 1994 Programs**

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of the McLean County Sheriff's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, Bloomington, Illinois 61702, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

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

**WHEREAS**, pursuant to the Violence Against Women Act of 1994, the Authority has been designated as the State agency responsible for administering this program; and

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

**WHEREAS**, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as priorities of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2002:

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

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Federal and State Grants Unit

- Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, and analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.

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

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

### **SECTION 1. DEFINITIONS**

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

### **SECTION 2. ELIGIBILITY FOR FUNDING**

The Implementing Agency acknowledges that to be considered a victim services program eligible for Violence Against Women Act (VAWA) funding, it must adhere to the following criteria:

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

### **SECTION 3. PERIOD OF PERFORMANCE AND COSTS INCURRED**

The period of performance of this agreement shall be from September 1, 2005 through August 31, 2006.

However, no funds will flow under this agreement for the period of January 1, 2006 through August 31, 2006, unless and until the State of Illinois receives written approval of an extension to the funding period for the Violence Against Women Act Formula Grant Program (02-WF-BX-0021) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

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Federal and State Grants Unit

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 4. COMMENCEMENT OF PERFORMANCE**

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

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

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

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

#### **SECTION 5. PROGRAM DESCRIPTION AND BUDGET**

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.

#### **SECTION 6. PAYMENT**

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 Section 10 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and may be required to submit supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$136,665, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

#### **SECTION 7. MATCH**

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

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

#### **SECTION 8. 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 9. NON-SUPPLANTATION**

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant (replace) nonfederal funds, but will be used to supplement nonfederal funds that would otherwise be available to the Implementing Agency for the types of activities that would be eligible for funding under the Violence Against Women Act of 1994.

#### **SECTION 10. REPORTING AND EVALUATION REQUIREMENTS**

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

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

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

The Implementing Agency agrees to cooperate with Authority or federally funded assessments, evaluations, or information or data collection requests, that are related to the program activities described in Exhibit A. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.



**SECTION 11. PROGRAM INCOME**

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

**SECTION 12. MAINTENANCE OF RECORDS**

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

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

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

**SECTION 13. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

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 RFPs 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.

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.

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

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

#### **SECTION 14. 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 15. 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 16. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

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 Section 10 and all other program activity.

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

#### **SECTION 17. 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; and (d) other documents required by the Authority.

#### **SECTION 18. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION**

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office on Violence Against Women (OVW), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Sections 19 and 20 of 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 OVW, the Implementing Agency shall cooperate with OVW in any preparation by OVW of a national or program environmental assessment of that funded program or activity.

## SECTION 19. 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 OVW in complying with the National Historic Preservation Act (NHPA).

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

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

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

## SECTION 20. 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:

- Those laws, regulations and guidelines specified in Sections 21 and 27 of this agreement.
- The 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 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; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- 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.; and Environmental Protection Agency regulations (40 CFR Chapter 1).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.

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- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

#### **SECTION 21. 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).

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. 3789(d);

- Title VI of the Civil Rights Act of 1964, as amended;
- 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);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- 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 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 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).

## **SECTION 22. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Violence Against Women Act of 1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

## **SECTION 23. ASSIGNMENT**

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

#### **SECTION 24. 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 25. 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 26. EXHIBITS, AMENDMENTS**

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 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets

Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2002 Application and Program Guidelines, Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20), U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22), U.S. Department of Justice Regulations Governing Protection of Human Subjects (28 CFR Part 46), U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67) and the rules of the Authority (20 Ill. Adm. Code 1520).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

#### **SECTION 28. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

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 29. CERTIFICATION REGARDING LOBBYING.**

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. If receiving more than \$100,000 pursuant to this agreement, the 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, the 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 30. 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 31. 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 32. 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 33. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and OVW 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 34. PUBLICATIONS**

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

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

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

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

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

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2002-WF-BX-0021, awarded by the Office on Violence Against Women, 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."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

### SECTION 35. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: McLean County

#### Taxpayer Identification Number:

Employer Identification Number 37-6001569

*(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. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

#### Legal Status:

- |                          |  |                                     |  |
|--------------------------|--|-------------------------------------|--|
| <input type="checkbox"/> | Individual   | <input checked="" type="checkbox"/> | Government Entity                                  |
| <input type="checkbox"/> | Owner of Sole Proprietorship   | <input type="checkbox"/>            | Nonresident alien individual                       |
| <input type="checkbox"/> | Partnership  | <input type="checkbox"/>            | Estate or legal trust                              |
| <input type="checkbox"/> | Tax-exempt hospital or extended care facility                            | <input type="checkbox"/>            | Foreign corporation, partnership, estate, or trust |
| <input type="checkbox"/> | Corporation providing or billing medical and/or health care services     | <input type="checkbox"/>            | Other: _____                                       |
| <input type="checkbox"/> | Corporation NOT providing or billing medical and/or health care services |                                     |  |

### SECTION 36. 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 on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants
- Grant Award Name and Number: Violence Against Woman Formula Grants Program (2002-WF-BX-0021)

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

- Grant Award Year: Federal Fiscal Year 2002

#### **SECTION 37. DISPOSITION REPORTING**

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 38. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

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 39. 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 40. INTEGRATION**

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

#### **SECTION 41. 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 42. CONFIDENTIALITY REQUIREMENTS**

OVW may issue confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of VAWA funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

#### **SECTION 43. EQUIPMENT AND COMMODITY REQUIREMENTS**

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

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

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.

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

#### SECTION 43.1 SPECIAL CONDITIONS

Funding for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) is conditioned upon adherence to the following special conditions by all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action. Inc.

1. No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174), including funds for initial cash requests, advance quarterly payments or quarterly reimbursements, until all required data and fiscal reports from all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action. Inc., are received by the Authority.
2. The Multidisciplinary Team Response Protocol for McLean County shall be submitted to the Authority no later than 6 months after the start date of this agreement.
3. On at least an annual basis, the chief executive officers of all funded partner agencies, or their designees, shall:
  - Review the Multidisciplinary Team Response Protocol;
  - Notify the Authority as to any revisions made to the protocol; and
  - Provide a copy of any protocol revisions to the Authority.
4. On at least a quarterly basis, chief executive officers of all funded partner agencies, or their designees, shall meet regarding issues about the development and implementation of the Multidisciplinary Team Response Protocol.
5. On at least a monthly basis, persons in positions funded through the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) shall meet regarding

domestic violence case statuses.

6. Law enforcement funded partners, including the McLean County Sheriff's Department and the Bloomington Police Department shall use a uniform domestic violence law enforcement report form, and encourage non-funded law enforcement agencies in McLean County to use the uniform report form.

7. If any grant-funded position is vacant for more than:

- 30 days, the Implementing Agency must report by letter to the Authority the reasons for the vacancy, the steps the Implementing Agency is taking to fill the position, the date the Implementing Agency expects the position to be filled, and an explanation as to how services will be provided during the vacancy.
- 60 days, the Implementing Agency must report by letter to the Authority the steps the Implementing Agency has taken, and will take, to fill the position; the date the Implementing Agency expects the position to be filled; and an explanation as to how services have been, and will continue to be, provided during the vacancy.
- 90 days, the Implementing Agency must submit a written justification for continued funding to the Authority. Upon review of this justification, the Authority may, in its discretion, reduce the amount of federal funds awarded and/or terminate this agreement.

**SECTION 44. ACCEPTANCE**


The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Lori G. Levin  
Executive Director  
Illinois Criminal Justice Information Authority

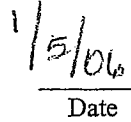
\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael F. Sweeney  
County Board Chairman  
McLean County

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rebecca McNeil

Treasurer  
McLean County

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
David Owens  
Sheriff  
McLean County

\_\_\_\_\_  
Date

\_\_\_\_\_  
ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

## PROPOSAL NARRATIVE

Please respond to each of the items in the following sections. The answers to these questions will be your proposal.

### PART I: DESCRIPTION OF PARTNERSHIP

Please provide a *brief* description of your Multi-disciplinary Team, its members, and how it works. Describe both funded and un-funded partners.

Our MDT is comprised of funded and non-funded partners. Our funded partners are McLean County State's Attorney's Office, McLean County Sheriff's Office, McLean County Adult Court Services, Bloomington Police Department, and Mid-Central Community Action's "Countering Domestic Violence" program. The unfunded partners include Normal Police Department, McLean County Domestic Violence Task Force, Children's Advocacy Center, Collaborative Solutions Institute, PATH, Chestnut Health Systems, BroMenn Hospital, Eleventh Judicial Circuit Family Violence Coordinating Council, Corporate Alliance to End Partner Violence, and Western Avenue Community Center. We have added a new unfunded partner in the Children's Foundation. Our team members meet monthly to discuss any issues, problematic cases, new trainings and any other relevant topics. We have also discussed the adoption of a uniform lethality assessment tool.

Please explain your progress towards evidence-based prosecution or any extensive changes made if your MDT already has one.

The McLean County State's Attorney's Office has been using evidence-based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, recorded statements, statements to medical providers, excited utterances, photographs and independent witnesses in an attempt to gain convictions in the absence of a cooperative victim or if victim safety requires. With this grant, we have been able to better coordinate our response to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

Please explain your progress towards a "No Drop" policy or any extensive changes made if your MDT already has one.

The Mclean County State's Attorney's Office has employed a "No Drop" policy for several years and continue to do so. Once charges are filed, the office proceeds with the prosecution regardless of victim cooperation using the techniques described in our evidence-based prosecution policy.

Please explain your progress towards a no dual arrest policy or any extensive changes made if



your MDT already has one.

The McLean County Sheriff's Department's domestic violence protocol does not specifically address dual arrests. During roll call training with the Sheriff's Office the State's Attorney's Office has discussed dual arrests and has trained officers in how to determine who is the primary aggressor in these types of situations. The Bloomington Police Department's domestic violence protocol discourages dual arrest and requires a thorough investigation to determine the predominant aggressor. This issue was also reviewed with Bloomington during roll call trainings conducted by the State's Attorney's Office. The Normal Police Department's domestic violence protocol does not specifically address dual arrests, but the issue was discussed during roll call training conducted by the State's Attorney's Office. This is a matter that is being discussed by the Steering Committee in their quarterly meetings for the development of a uniform domestic violence protocol.

Please explain your progress towards a uniform Domestic Violence Protocol or any extensive changes made if your MDT already has one.

In 1997, the McLean County State's Attorney's Office, McLean County Sheriff's Department, Bloomington Police Department and the Normal Police Department collaborated with treatment providers, victims' services, the McLean County Domestic Violence Task Force and the Family Violence Coordinating Council to develop and implement coordinated domestic violence protocols. These protocols remain in place and are still being followed. The Steering Committee has been meeting and discussing these protocols to develop a uniform Domestic Violence Protocol that will be adopted by all partners.

Please describe you MDTs relationship with the Family Violence Coordinating Council.

The Family Violence Coordinating Council is a non-funded member of MDT and are active participants in our monthly meetings and training opportunities. Our project coordinator, Jodi Ellsworth, MDT members and the FVCC's Coordinator, Sara Wilham, are currently working on a training opportunity for the local public schools. The Family Violence Coordinating Council also makes all MDT members aware of trainings that are available through the Family Violence Coordinating Council or other agencies. MDT members also attend any meetings held by the Family Coordinating Council and keep the Council informed of the progress made under the grant.

Please describe your progress towards the use of a uniform lethality assessment tool for domestic violence or any extensive changes made if your MDT already has one.

The MDT members have discussed numerous lethality assessment tools. The MDT members are currently engaged in the process of selecting a uniform lethality assessment tool and scheduling the required training for the chosen tool.

## PART II. DESCRIPTION OF JURISDICTION

Please provide a short description of the jurisdiction this project serves, including information on region, population served, any special characteristic or issues.

McLean County is located in Central Illinois , approximately halfway between Chicago and St. Louis on Highway I-55. The principal municipalities in McLean County are Bloomington and Normal. McLean County covers the largest geographical area of any county in the State of Illinois and is the thirteenth largest county, in population, in Illinois. For purposes of the Illinois Criminal Justice Information Authority, McLean County has been characterized as an urban county. We have approximately 150,000 people, consisting of approximately 6% who are African-American and a rapidly growing Hispanic population. The population of McLean County has been increasing at a rate of approximately 1% per year. It is believed that this growth characteristic is unique for Illinois counties outside of certain collar counties around Cook County.

## PART III: PROBLEM STATEMENT

Please explain the domestic violence issues you are addressing through the MDT.

McLean County and its many organizations have long been in the forefront in attempting to address the issue of domestic violence. Despite our previous efforts many areas of concern remain:

- Continuation of intergenerational cycle of abuse within our community.
  - Many children witness or are subject to domestic violence and are trapped in the environment as a result of the victim, usually the mother, not taking steps to remove herself or her children from the household. As a result those children often grow-up believing domestic violence is an acceptable if not standard occurrence in life.
- Victims that have not received services – no outreach for them so they remain silent and the abuse continues.
  - Many victims are not aware of, or do not participate in services which are available in our community. This occurs, in part, because of a lack of understanding of the programs available and fear of the unknown. As a result the victim remains in the abusive relationship because she feels trapped.
- Rapidly growing Spanish-speaking population that are not receiving treatment and services due to a language barrier and lack of available personnel.
  - Due to a language barrier, information regarding available services or the actual service may not be available because of a lack of personnel that speak Spanish.
- The elderly continue to suffer as a silent population because of lack of manpower to conduct aggressive follow-up in cases.
  - The elderly may be among the most vulnerable victims of domestic violence. Because of a sense of embarrassment or dependency on their abuser, domestic abuser of the elderly often goes unreported.

- Holding the offender accountable for their actions.
  - There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner. The funding of probation officers in McLean County Adult Court Services helps to ensure close monitoring for offenders. In addition, coordination among the partners has helped to build strong cases that can be used for evidence-based prosecution.
- Victims that are hostile to the prosecution process.
  - A lack of understanding or fear of the court system cause many domestic violence victims to fail to follow through with the prosecution process. A quicker response from victim services and a coordinated effort from law enforcement and the State's Attorney's office can increase victim understanding and reduce the fear of the court system.
- Lack of community education or awareness.
  - The MDT members have coordinated their efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT is able to reach a greater number in the community and to educate them regarding the issues of domestic violence and the resources available.
- Need for education of a new generation of police officers in domestic violence issues.
  - The State's Attorney's Office and the project coordinator have conducted roll call trainings at the Bloomington Police Department, Normal Police Department and the McLean County Sheriff's Department. These trainings allow new officers to be informed of the unique issues and challenges that are faced in domestic violence cases and to be informed of what evidence is needed for successful prosecutions, including evidence-based prosecutions

The table below is included to help your jurisdiction identify potential areas in need of improvement. If this information is not easily accessible within your agency, both county and municipal level data for Index offenses, and county level data for domestic offenses are available in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <http://www.isp.state.il.us/>. If you need municipal level data for domestic offense rates or other assistance obtaining any of this information, you may contact the Authority's Research & Analysis Unit at 312/793.8550.

**2001-2003**

Jurisdiction(s) served by your agency	Domestic-Related Arrest			Domestic Violence Prosecution			Numbers of Emergency Orders of Protection		
	2001	2002	2003	2001	2002	2003	2001	2002	2003
McLean County	598	532	531	734	609	578	124	92	74

Jurisdiction(s) served by your agency	Number of clients victim services agency has assisted with Orders of Protection			Number of domestic violence offenders sentenced to probation			Number of domestic violence offenders sentenced to treatment/counseling		
	2001	2002	2003	2001	2002	2003	2001	2002	2003
McLean County	200	180	146	451	344	291	375	290	245

Please describe any gaps in the data requested.

The data provided from Countering Domestic Violence regarding the number of victims assisted with orders of Protection from 2000-2002 reflects ONLY victims who were made Countering Domestic Violence clients. Because the InfoNet data system only tracks client information, the Countering Domestic Violence intake process is now completed for every victim receiving legal advocacy and criminal justice advocacy services—unless their identified partner is already a client. This new procedure took effect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

The data included in the “sentenced to treatment” category is currently gathered from a free text field. In order to gather accurate numbers under our current system, the files would have to be hand searched. We are improving that system of data collection under this grant by utilizing scantron forms that are read optically and fed into the database.

#### PART IV: REVIEW OF GOALS AND OBJECTIVES

Goals and objectives were created for this program during your past period of performance. A data report was also developed that gathered quantifiable information on the activities of your MDT. Use these items to indicate your performance of your goals and objectives from the grant period that began in 2004 and ended in 2005.

##### Goal 1: Build the multidisciplinary team

Objective	
Hire all multidisciplinary team staff by the end of month one	Status: All staff was hired by the agreed date
Procure Necessary equipment for the team by the end of month two	Status: All equipment was purchased or on order by the end of month two
Complete necessary training of team staff by the end of month six	Status: All team staff completed necessary team training including the victims services training course
Develop standards for case assignment to team staff by month three	Status: Standards for case assignments were
Hire all multidisciplinary team staff by the end of month one	Status: All staff was hired by the agreed date

**Goal 2: Track all domestic violence cases through the system to monitor progress and identify areas of improvement**

Objective	
Develop data collection method that captures domestic violence-related offenses across partner agencies within six months of project implementation	Status: Data collection methods were acquired by all of our team members by the end of month four.
Project Coordinator provides team members with analysis of compiled data each month	Status: All data is turned in every month in order to track each agencies changes from month to month as a team and discussed at the MDT monthly meetings
Conduct monthly Team reviews of the compiled data to identify gaps or areas of improvement	Status: The MDT discusses the data and specific cases and how they are handled or could be handled more smoothly.

**Goal 3: Improve communication between Multi-Disciplinary Team partners**

Objective	
Develop coordinated domestic violence Protocols within one year of project implementation	Status: We have combined all departments' protocols and have produced one protocol and are continuing to make changes and corrections to it as needed.
Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	Status: Representatives from each department of our MDT attend the FVCC meetings regularly. We discuss our DV objectives at these meetings.
Conduct monthly Multi-Disciplinary Team meetings.	Status: Monthly MDT meeting are held every month on the second Tuesday. We occasionally find that one meeting is not enough and tend to meet as a team numerous other occasions.

**Goal 4: Improve jurisdictional response to victims of domestic violence**

Objective	Performance Indicator
85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> <li>Number of domestic-related offenses reports to law enforcement. 1520 (L.E. section of data report)</li> <li>Number of these reports in which victim was informed of rights. 1520 (Victim services section of data report)</li> <li>Number of these reports in which victims were referred to victim service agency. 1411 (Victim services section of data report)</li> <li>Narrative on status: Victims were</li> </ul>

	<p>notified of their rights in every domestic violence case in McLean County</p>
<p>85 percent of domestic- related reports to law enforcement will be submitted to victim service agency within 48 hours</p>	<ul style="list-style-type: none"> <li>• Number of victims served 1329</li> <li>• Number of victims partially served 0</li> <li>• Number of victims not served 0</li> </ul> <p>(All data found within the victim services section of data report) Narrative on status: Victims in need of services were fully served.</p>
<p>Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement as needed</p>	<ul style="list-style-type: none"> <li>• Number of incident reports 1520 (L.E. section of data report)</li> <li>• Number of cases/incidents investigated 1296 (L.E. section of data report)</li> <li>• Number of domestic-related reports in which digital photographs were collected 854 (L.E. section of data report)</li> <li>• Narrative on status: Photographs were taken in 80% of all physical domestic violence cases. Cases that were verbal did not require photos to be taken</li> </ul>
<p>90 percent of Orders of Protection filed will be entered into Leads in 24 hours of filing.</p>	<ul style="list-style-type: none"> <li>• Number of Orders of Protection requested 241</li> <li>• Number of Orders of Protection filed 228</li> </ul> <p>(Data is found in L.E., victim services and prosecution sections) Narrative on status: Orders of Protection are tracked as temporary and final OP's. We have combined the numbers of each category to achieve this total number. These numbers come from victim services and prosecution data collection</p>
<p>80 percent of domestic-related arrests will be referred for prosecution</p>	<ul style="list-style-type: none"> <li>• Number of domestic-related arrests 1520 (L.E. section of data report)</li> <li>• Number of domestic-related arrests referred for prosecution 1520 (L.E. section of data report)</li> <li>• Number of case referrals received 606 (Prosecution section of data report)</li> <li>• Narrative on status: 100% of DV arrests were referred for prosecution. All arrests are referred to prosecution 100% of the time. There are 606 Cases in which an arrest was not made but</li> </ul>

	sent up to prosecution as a referral for prosecution.
90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> <li>• Number of case referrals received 606</li> <li>• Number of cases in which charges were filed 546</li> <li>• Number of cases in which an affirmative decision was made not to file charges 60</li> <li>• Number of cases transferred to a higher or lower court 0 (All data can be found in the prosecution section of data report)</li> <li>• Narrative on status: 90% of all DV related arrests have been reviewed for completeness.</li> </ul>
85 percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> <li>• Number of victims receiving legal advocacy services 235 (Victim services section of data report)</li> <li>• Number of victims assisted with Order of Protection 200 (L.E., Victim services and prosecution sections of data report)</li> <li>• Narrative on status: more than 85% of clients receiving legal advocacy were assisted with orders of protection</li> </ul>

**PART V: REVIEW OF PROGRESS**

How has the development of the MDT changed the way the partner agencies interact with other criminal justice and victim service agencies?

The MDT approach to a Coordinated Community Response to Domestic Violence has helped our county to communicate more effectively and understand the jobs of other agencies in order to be more productive. Each department can communicate in a more efficient manner in order to follow through with each case with a full understanding of all of the details that go along with particular cases. MDT partners communicate from the arrest and the referral to victim services to prosecution and right down to the probation department in many cases. The MDT has opened the lines of communication between every department and has also joined numerous agencies in McLean County into a network of communication. With this new collaborative effort our community is more aware of resources and services available in McLean County.

Explain any refinements that will need to be made to the protocols.

McLean County is in the process of making continuous revisions to the universal protocol throughout the next couple of years of this grant to achieve a protocol that includes various organizations that are new to our Multi-Disciplinary Team. We are refining the wording of our protocol to ensure that they can benefit all organizations in our community.

What barriers or obstacles to implementation has the MDT encountered?

Our agencies are spread out a little more than other counties working on this VAWA project. This can mean that sharing data and producing reports can be a little more challenging. However, even with this geographic discrepancy we work together very effectively and have set some effective guidelines to aid us in our communication.

How will you address these barriers?

We are making changes to accommodate this challenge. Some of these changes include more frequent meetings with team members and more communication with the Project Coordinator regarding the happenings in each department. A more organized method of data collection will help to report our progress to the MDT more effectively.

What training has the MDT members attended and how has this affected the MDT?

The Fifth International Conference on Domestic Violence in San Diego CA gave essential information regarding Domestic Violence and how it has evolved over the past few years. The information presented at this conference has inspired our project. Our team received cross training of other disciplines which helped them to have a better understanding of other aspects of the law enforcement system. Team members were trained new and innovative ways to protect victims and to prosecute more effectively. Numerous lethality assessments were presented and taught to the team to have a better understanding of how to effectively use a lethality assessment.

Five team members attended the Coordinated Community Response Conference in Duluth MN. Through the efforts of our team members we will present the information we learned to our team as well as partner agencies in our community in December. We learned how to more effectively achieve a coordinated community response. Along with this we were presented with new and different ideas and resources in order to aid us in our effort to build an effective coordinated community response.

The Project Coordinator attended the VESSA Training in Springfield. This training was beneficial to our team because it allowed us to bring this information back to the team and inform them of this Act. It also was presented to the CAEPV board that the Project Coordinator is on in order to inform employers of this new Act and how it can help workers and their families.

The Project Coordinator and the funded Assistant State's Attorney attended the 40 Hour Victim Services Training. This was beneficial to our team by having these two team members understand the job and components of victim services.

ASA Jane Foster attended the National District Attorneys Conference at Hollings National Advisory Center. At this training prosecutors were trained on evidence based prosecution.



Along with this various methods of lethality assessments were evaluated.

What trainings do the MDT members still need?

We hope to have the entire MDT, police officers, prosecutors, victims service advocates, probation and other community members trained to use our selected Lethality Assessment Tool in the next few months.

## PART VI: GOALS AND OBJECTIVES

**Goal 1:** Improve communication between Multi-Disciplinary Team partners

Objective	Performance Indicator
➤ Review coordinated domestic violence Protocols every year of project implementation	<ul style="list-style-type: none"> <li>➤ Date coordinated domestic violence Protocols reviewed</li> <li>➤ Number of changes made to protocols</li> </ul>
➤ Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities	<ul style="list-style-type: none"> <li>➤ Number of Family Violence Coordinating Council meetings attended by project staff</li> <li>➤ Number of project progress reports provided to Council</li> </ul>
➤ Conduct monthly Multi-Disciplinary Team meetings for funded staff	<ul style="list-style-type: none"> <li>➤ Number of monthly Multi-Disciplinary Team meetings conducted</li> </ul>
➤ Conduct quarterly Multi-Disciplinary Team Steering meeting for Heads of funded agencies	<ul style="list-style-type: none"> <li>➤ Number of quarterly Multi-Disciplinary Team Steering meetings conducted</li> </ul>

**Goal 2:** Improve jurisdictional response to victims of domestic violence.

Objective	Performance Indicator
➤ <u>85</u> percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services	<ul style="list-style-type: none"> <li>➤ Number of domestic-related offenses reports to law enforcement</li> <li>➤ Number of victims informed of rights</li> <li>➤ Number of these reports in which victims were referred to victim service agency</li> </ul>
➤ <u>80</u> percent of victims that were seeking services	<ul style="list-style-type: none"> <li>➤ Number of victims served</li> <li>➤ Number of victims partially served</li> <li>➤ Number of victims not served</li> </ul>
➤ Digital photographs will be collected in <u>80</u> percent of domestic-related reports to law enforcement	<ul style="list-style-type: none"> <li>➤ Number of victims served</li> <li>➤ Number of domestic-related incident reports</li> <li>➤ Number of domestic-related cases/incidents investigated</li> <li>➤ Number of domestic-related reports in</li> </ul>

	which digital photographs were collected
➤ 80 percent of Orders of Protection filed that are granted	<ul style="list-style-type: none"> <li>➤ Number of Orders of protection requested</li> <li>➤ Number of Orders of Protection granted</li> </ul>
➤ 80 percent of domestic-related arrests will be referred for prosecution	<ul style="list-style-type: none"> <li>➤ Number of domestic-related arrests</li> <li>➤ Number of domestic-related arrests referred for prosecution</li> </ul>
➤ 90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> <li>➤ Number of domestic-related cases received</li> <li>➤ Number of domestic-related cases where charges were filed</li> <li>➤ Number of domestic-related cases in which an affirmative decision was made not to file charges</li> <li>➤ Number of cases transferred to a higher or lower court</li> </ul>
➤ 85 percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> <li>➤ Number of victims receiving legal advocacy services</li> <li>➤ Number of victims assisted with Order of Protection</li> </ul>
➤ 40 percent of cases charged as felonies	<ul style="list-style-type: none"> <li>➤ Number of misdemeanor charges</li> <li>➤ Number of felony charges</li> <li>➤ Number of charges dropped</li> </ul>
➤ 80 percent of offenders will receive intense probation services	<ul style="list-style-type: none"> <li>➤ Number of unduplicated count of cases receiving probation services</li> <li>➤ Number of face-to-face meetings with offender</li> <li>➤ Number of telephone contact with offender</li> <li>➤ Number of unscheduled surveillance of offender</li> </ul>

## PART VII: PROGRAM STRATEGY

What direction do you see your MDT moving and how do you plan on achieving this?

Over the course of the next year the MDT will have implemented the lethality assessment to every funded and non funded partner agency in McLean County. The MDT is planning on doing DV training in hospitals and schools to raise awareness as well as provide necessary information to our community health care organizations and school districts. Through our monthly meetings we hope to achieve more productive and timely accomplishments of our goals. Over the course of the next year we will continue to improve our communication skills and do many community awareness events to raise awareness of DV.

### PARTVIII: 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 activities and services that will be provided; the month the activity begins; the month the activity is completed; the personnel responsible for each activity and the frequency with which the activity will be provided.

Activity	Month Begun	Month Completed	Agency/Personnel Responsible	If ongoing, how often?
<i>Example: Coordinate the MDT meeting with frontline staff</i>	<i>Month 1</i>	<i>Month 12</i>	<i>Project Coordinator</i>	<i>Monthly</i>
Conduct MDT meetings with funded and un-funded partners	Month 1	Month 12	Project Coordinator and all project staff	Monthly
Track all domestic violence cases	Month 1	Month 12	Project Coordinator, Law Enforcement, and State's Attorney's Office	Monthly
Roll Call Training for Law Enforcement	Month 3	Month 3	Project Coordinator, State's Attorney's Office and Countering Domestic Violence	Yearly
Implicate a Uniform Lethality Assessment Tool – begin training all grant and community partners	Month 1	Month 12	Project Coordinator, all project staff and un-funded partners that wish to participate	
Meet with DV Task Force Members	Month 3	Month 12	project coordinator, and all project staff	Monthly

PERSONNEL SERVICES Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Total Cost
DV Deputy Sheriff	\$ 43,906.00	12	100%	\$ 43,906.00	\$ -	\$ 43,906.00
Dv Deputy Sheriff(Holiday & Overtime)	\$ 3,635.00			\$ 3,635.00	\$ -	\$ 3,635.00
Sheriff's Program Supervisor	\$ 60,000.00	12	10%		\$ 6,000.00	\$ 6,000.00
		<b>Total FTE</b>	<b>1.10</b>	\$ -	\$ -	\$ -
			<b>Total Salary</b>	\$ 47,541.00	\$ 6,000.00	\$ 53,541.00
			<b>Fringe Benefits (Use figure from Fringe Benefit Worksheet)</b>	\$ 15,245.00		\$ 15,245.00
			<b>TOTAL PERSONNEL SERVICES</b>	\$ 62,786.00	\$ 6,000.00	\$ 68,786.00

Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.  
(See Attached Budget Instructions)

The Sheriff's Department will have one full time deputy devoted solely to domestic violence cases. He will conduct follow-up investigations, obtain witness statements, serve subpoenas, photograph injuries and refer to partner agencies for victim services. Federal funds are also requested to include overtime and holiday payment for the Deputy Sheriff to adequately respond to domestic violence cases in a thorough fashion.

The Sheriff's Department employee Lieutenant Bonnie Serone will supervise the program. Her time will be a match contribution.

Two fringe benefits worksheets have been attached as the Law Enforcement Advocates and the Deputies have different fringe benefit rates.

EQUIPMENT Item	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
2006 Chevrolet squad car	\$ 17,000.00			\$ 17,000.00	\$ -	\$ 17,000.00
				\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
<b>TOTAL EQUIPMENT COST</b>				\$ -	\$ 17,000.00	\$ 17,000.00

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

One 2006 new purchase squad car will be assigned to our DV officer. This will be a take home squad car used by him alone.

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

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.  
(See Attached Budget Instructions)

Budget & Budget Narrative	McLean County Sheriff's Department	Agreement#	602171
TRAVEL	Cost/Mile	# of Miles/mo	# of Months
Federal Amount	Match Contribution	Total Cost	
Program Staff Mileage*			\$ - \$ - \$ -
Client Transportation			\$ - \$ - \$ -
Conference Travel**	1500		\$ 1,500.00 \$ - \$ 1,500.00
Airfare			\$ - \$ - \$ -
Other (Specify)			\$ - \$ - \$ -
<b>TOTAL TRAVEL COST</b>			\$ 1,500.00 \$ - \$ 1,500.00

\* State rate is calculated at \$.36/mile. If agency rate is lower use that lower rate.

\*\* Out of State Travel requires prior Authority approval.

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.  
(See Attached Budget Instructions)

Federal funds are requested to send the Domestic Violence Officer to a national conference. Once a conference has been selected, details will be forwarded to the Authority for prior review and approval. The total federal funds requested are \$1,500.

CONTRACTUAL	Cost/month	Salary	% Time on program	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Cell Service					\$ -	\$ -	\$ -
Telephone Service					\$ -	\$ -	\$ -
Pager service					\$ -	\$ -	\$ -
Conference Registration Fees	\$ 500.00				\$ 500.00	\$ -	\$ 500.00
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
Data Manager		27,000	3%			\$ 810.00	\$ 810.00
Law Enforcement Advocate Supervisor		43,850	10%			\$ 4,385.00	\$ 4,385.00
Law Enforcement Advocate		\$ 29,000.00	12	100%	\$ 23,755.00	\$ 5,245.00	\$ 29,000.00
Law Enforcement Advocate		\$ 28,000.00	12	100%	\$ 24,622.00	\$ 3,378.00	\$ 28,000.00
Law Enforcement Advocate		\$ 28,000.00	12	50%	\$ 12,623.00	\$ 1,377.00	\$ 14,000.00
Fringe Benefits					\$ 10,879.00	\$ 8,971.00	\$ 19,850.00
					\$ 72,379.00	\$ 24,166.00	\$ 96,545.00
<b>TOTAL CONTRACTUAL COST</b>							

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.  
(See Attached Budget Instructions)

Registration fees in the amount of \$500 are requested for the DV Deputy to attend a national conference.

A total of 2.5 Law Enforcement Advocates will be funded through this project.. One half- time Advocate will work with the McLean County Sheriff's Office; One full-time Advocate will work with the Bloomington Police and one full-time Advocate will work with Normal Police Department.

The Advocates will work in conjunction with the respective law enforcement officers to conduct follow-up visits with domestic violence victims in an effort to provide additional information regarding services available to them and referrals to various services when appropriate. The Law Enforcement Advocates' supervisor's time will be a match contribution. She completes the necessary reports and supervises the the program.

The Law Enforcement Advocates' data manager's time will be a match contribution. She is responsible for retrieving data for all all ICJTA reports.



	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 62,786.00	\$ 6,000.00	\$ 68,786.00
EQUIPMENT		\$ 17,000.00	\$ 17,000.00
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ 1,500.00	\$ -	\$ 1,500.00
CONTRACTUAL	\$ 72,379.00	\$ 24,166.00	\$ 96,545.00
291			
<b>TOTAL COST</b>	\$ 136,665.00	\$ 47,166.00	\$ 183,831.00

All procurements must be competitive

**FRINGE BENEFIT WORKSHEET: Agreement # 602171, Fringe for one DV Deputy**

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

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	19.010%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
<b>Total % Fringe Rate</b>	<b>26.660%</b>
<b>Total Salary Paid By Grant (Total Salary for Personnel in the Budget Detail)</b>	<b>\$43,906.00</b>
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$11,705</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$3,000.00
OTHER (SPECIFY)	
FOP contract clothing allowance	\$540.00
<b>Total Flat Rate Fringe</b>	<b>\$3,540.00</b>
Number of grant-funded FTE (full-time equivalent) positions	1.00
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$3,540</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$15,245</b>

**FRINGE BENEFIT WORKSHEET: Agreement # 602171 Advocates**

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

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	6.500%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	14.150%
Total Salary Paid By Grant (Total Salary for Personnel in the Budget)	\$75,385.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$11,239</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	\$3,000.00
OTHER	
Total Flat Rate Fringe	\$3,000.00
Number of grant-funded FTE (full-time equivalent) positions	2.63
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$8,611</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$19,850</b>

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

**Implementing Agency: McLean County Sheriff's Department  
Agreement #: 602171**

	<u>SOURCE</u>		<u>AMOUNT</u>
<b>Federal Amount:</b>	Violence Against Women Act FFY01	\$	136,665.00
	Subtotal:	\$	136,665.00
<b>Match:</b>	McLean County Sheriff's Department	\$	45,555.00
	Subtotal:	\$	45,555.00
<b>Over Match:</b>	McLean County Sheriff's Department	\$	1,611.00
	Subtotal:		
	<b>GRAND TOTAL</b>	<b>\$</b>	<b>183,831.00</b>