

WASHINGTON COUNTY BOARD

101 E. St. Louis St., Nashville, IL. 62263

COUNTY BOARD MEETING: 7:00 P.M. October 13, 2020

This will be a WebEx Meeting you may join by:

Dial: 1266629495@webex.com

OR

Dial: 1-408-418-9388, (access code): 126 662 9495 (password): 1234

AGENDA

1. Prayer and Pledge
2. Call to Order
3. Roll Call
4. Acknowledgment of Guests
5. Approval of the September 8, 2020 Board Meeting Minutes
6. SISAA – Friends of Prevention Award
7. County Board to give permission to Chairman Meyer to sign the Adult Redeploy Illinois Grant Documents
8. Highway Department: No resolutions
9. Claims Against the County
10. Approve County Board Expenses
11. State's Attorney's Monthly Report
12. County Clerk and Recorder's Monthly Report
13. Election Judge Covid/Hazard Pay
14. Resolution for Surrender of Tax Sale Certificate
15. Sheriff's Monthly Report
16. Emergency Ambulance & Rescue Service Monthly Report
17. Ordinance; Amending the Ambulance Service Fees and Rates to be Charged
18. Treasurer's Monthly Cash Flow & Budgetary Status Report
19. Washington County 2020-2021 Budget and Levy
20. Community Mental Health Budget and Levy
21. Zoning: None
22. Approve Matt Bierman's Contract for 2021 as; EMA Coordinator, Zoning Administrator, Safety Officer, Civil Rights Coordinator and Ethics Officer 2021
23. Approve John Felchlia's Contract for 2021 as Ambulance Administrator
24. Committee Reports:
 - Building:
 1. Request from Nashville Hometown Christmas committee to use County Courthouse grounds
 - Personnel Policy & Appointments:
 1. Irvington Sanitary District
 2. Irvington Fire District
 3. 911 Board
 4. Washington County Board of Health
 5. Zoning Board of Appeals
25. Approve Monthly Utility Expenses, Payroll Expenses and Election Expenses
26. Opportunity for the General Public to address the County Board
27. Adjournment

Agenda items may be re-arranged during the meeting at the Board's discretion.

Old and New Business may be discussed within each agenda item.

General Comments on non-agenda items may be made without action being taken.

OFFICIAL PROCEEDINGS

WASHINGTON COUNTY BOARD MEETING

OCTOBER 13, 2020

The reconvened and adjourned meeting of the County Board of Washington County, Illinois was held at the Washington County Courthouse in Nashville, Illinois on October 13, 2020 for the purpose of transacting County business that might come before the Board.

Present and presiding were Chairman Meyer and Nancy Heseman, County Clerk and Clerk of the Board.

Others present were, Matt Bierman, Judge Emge, Kiefer Heiman, Marlee Bochantin, Debbie Stricker and John Felchlia present by phone was Dan Bronke, Sheriff Campbell, Leah Williams and Trey Meier.

Following the Lord's Prayer and the Pledge of Allegiance, Chairman Meyer called the meeting of the Washington County Board to order at 7:00 p.m.

Roll call was taken by Clerk Heseman with 14 members present. Those present were, Shubert, Suedmeyer, Bening, Small, Barczewski, Shemonic, Brammeier, Hohlt, Todd, Lamczyk, Klingenberg, Ibendahl, Muentner and Meyer. Absent was Unverfehrt.

Chairman Meyer asked if there were any corrections to the minutes from the September 8, 2020 County Board meeting. With no corrections, a motion was made by Shemonic and seconded by Brammeier to approve the minutes as presented. Motion carried.

SISAA – Friends of Prevention Award was presented by Judge Emge.

Judge Emge requested approval of the County Board to give permission to County Chairman Meyer to sign into the Adult Redeploy Illinois Grant Documents. **(See Exhibits A-E)** There are 5 contract agreements dealing with 5 different services they offer. The 5 agreements deal with Program Officer, Program coordinator, Human Service Center, Perry County Counseling and landlord operations used for this program. The landlord program offers a safe and sober place for the participant to live at no cost, with the maximum amount of time they can stay at this location is 60 days. Judge Emge explained that when they are released, they need to be away from the home and people they were with before. It is easy to fall back into old habits if a person goes back into the same environment. It is not uncommon for a person to relapse. You can be put back into this program 3 different times. The program helps people rehabilitate and hopefully prevent them from criminal activities. This is no cost to the County it is all paid with Federal Grants. A motion was made by Small and seconded by Barczewski for Chairman Meyer to sign into an agreement with the 5 Programs. Motion carried, voting nay was Todd.

Highway Department: No resolutions, Heiman did update the County Board on the past months activities.

The Claims against the County report was presented to the Board for approval by Ibendahl. **TO THE CHAIRMAN AND MEMBERS OF THE BOARD: YOUR COMMITTEE ON** October 12, 2020 **EXAMINED ALL CLAIMS PRESENTED AND RECOMMENDS PAYMENT TO THE FOLLOWING AND THE CLERK BE DIRECTED TO ISSUE ORDER ON THE COUNTY TREASURER TO THE CLAIMANTS FOR THE AMOUNT ALLOWED. (See Exhibit F)** A motion was made by Ibendahl and seconded by Shubert to make restitution to those claims against the County. Roll call vote was taken with 14 ayes and 0 nays. Motion carried.

A motion was made by Ibendahl and seconded by Bening to make restitution to the County Board's Per Diems. Motion carried.

The State's Attorney Monthly Report was presented to the Board for approval. (See Exhibit G). A motion was made by Brammeier and seconded by Klingenberg to accept the report as presented. Motion carried.

Sheriff Campbell entered the meeting.

The County Clerk & Recorder's Monthly Report was presented to the Board for approval. (See Exhibit H) A motion was made by Todd and seconded by Barczewski to approve the report as presented. Motion carried.

Clerk Heseman request a \$50.00 Covid – Hazard pay for all election personnel working on Election Day. This will be paid for from grant money and will be receiving a \$5,000.00 check from CTCL (Center for Technology & Civic Life) that will cover the 5 Election Judges per 20 polling places, all other will be paid out of the Election Cares Act. A motion was made by Suedmeyer and seconded Shemonic to approve the Election Day COVID-Hazard Pay for the November 2020 Election. Motion carried. Todd voted nay. Clerk Heseman reported the Ballot Drop Box is now in place in front of the Courthouse and is being used. She will be hosting an Election Judge School October 20, at the Community Center at 4 different times, 9:00, 1:30, 3:30 and 6:00 limiting the number due to COVID. Washington County has had 295 early voters that have voted in the Courthouse and 796 Vote by mail ballots have been returned.

Resolution for Surrender of Tax Sale Certificate: (See Exhibit I). A motion was made by Brammeier and seconded by Shemonic to approve the resolution as presented. Motion carried.

The Sheriff's Monthly Report was presented to the Board for approval. (See Exhibit J). A motion was made by Brammeier and seconded by Small to approve the report as presented. Motion carried.

Sheriff Campbell reported that he only has 4 full time road deputies at this time due to 1 resignation another is off on leave, due to injury he received off duty, 2 are at the academy. When all positions are filled he will have 11 full time deputies and 1 part time deputy.

The Emergency Ambulance and Rescue Service Monthly Report: (See Exhibit K). A motion was made by Shubert and seconded by Bening to approve the report as presented. Motion carried.

Ordinance #2020-15 – Ordinance Amending The Ambulance Service Fees And Rates To Be Charged. (See Exhibit L). Shubert informed the Board they try to adjust rates every 2 years, this will be a 4.25% increase across the board. A motion was made by Klingenberg and seconded by Shubert to approve the Ordinance as presented. Roll call vote was taken with 14 ayes and 0 nays. Motion carried.

The Treasurer's Monthly Cash Flow Statement and Budgetary Status Reports for Period Ending 09/30/2020 was presented to the Board. (See Exhibits M & N). A motion was made by Shemonic and seconded by Hohlt to accept the report as presented subject to audit review. Motion carried.

Treasurer Lynch prepared a written report of the past month activities see (Exhibit O.)

Community Mental Health Budget & Levy: A motion was made by Small and seconded by Suedmeyer to approve the Budget proposed by the Community Mental Health. (See Exhibit P) Roll Call vote with 14 ayes and 0 nays. Motion carried. A motion was made by Suedmeyer and seconded by Lamczyk to

approve the Levy as presented. **(See Exhibit QL)** Roll call vote was taken with 14 ayes and 0 nays. Motion carried.

Zoning: No zoning request this month. Chairman Meyer asked if Bierman would like to report on activities for this month. Bierman introduced Marlee Bochantin, she is working with him on the County grants that deal with the COVID. At this time Washington County has 3 positive cases that are being hospitalized. Hospitalizations are going up in this region and that has become worrisome. We have had a total of 264 confirmed cases this year with 28 active cases in Washington County at this time. We have a total of \$155,266.00 with cures and PPA grant amount at the end of September, this is only the County portion. Not including Health Department. Meyer stated that County will continue doing as they are doing at least until the Election is over.

EMA Coordinator, Zoning Administrator, Safety Officer, Civil Rights Coordinator and Ethic Officer 2021 Contract: (See Exhibit R). This Contract agreement is entered into by and between Matthew Bierman and Washington County. A motion was made by Hohlt and seconded by Muentner to approve contract agreement as presented. Motion carried.

Ambulance Administrator 2021 Contract: (See Exhibit S). This Contract Agreement is entered into by and between John Felchlia and Washington County. Shubert stated the salary adjustment was the same as the Elected Officials received. A motion was made by Shubert and seconded by Small to approve contract agreement as presented. Motion carried.

Committee Reports:

Finance, Claims & Economic Development – 5 meetings. Suedmeyer stated most of the meetings were getting the Budget ready.

County Building - 1 meeting. Suedmeyer stated the roof at the Sheriff's Department has been completed. The drop boxes for the Courthouse are in place.

The Nashville Hometown Christmas Committee has requested use of the Courthouse grounds for this event. Suedmeyer informed the Board that the City has already allowed this event and they are wanting the use of the Courthouse lawn so that would enable them to spread out more. A motion was made by Suedmeyer and seconded by Brammeier to allow the Hometown Christmas Committee to use the Courthouse grounds. Motion carried.

Animal Control – 1 meeting.

Legislative & Judiciary – no meeting.

Personnel Appointments & Policy – no meeting.

Shubert presented the following name to the County Board for appointment:

Irvington Sanitary District:

Jerome (Jerry) Pochynok to replace John Reynolds to the Irvington Sanitary District.

Jerome Jerry Pochynok Irvington Sanitary District 10/13/2020-04/01/2022

A motion was made by Shubert and seconded by Ibendahl to approve this appointment as presented. Motion carried.

Washington County Zoning Board of Appeals:

Shubert stated this would be the re-appointments of Patricia Rensing, Bruce Schneider and Mike Chwasczinski.

Patricia Rensing	Zoning Board of Appeals	10/13/2020-11/01/2024
Bruce Schneider	Zoning Board of Appeals	10/13/2020-11/01/2024
Mike Chwasczinski	Zoning Board of Appeals	10/13/2020-11/04/2024

A motion was made by Shubert and seconded by Muentner to approve the appointments as presented. Motion carried.

Washington County Board of Health:

Shubert stated this would be the re-appointment of Dr. Erica Ibendahl to the County Board of Health.

Dr. Erica Ibendahl	Washington County Board of Health	10/13/2020-11/01/2022
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A motion was made by Shubert and seconded by Todd to approve the appointment as presented. Motion carried.

Shubert did not have appointments for the 911 Board and Irvington Fire District at this time.

Insurance – no meeting.

Ambulance – 2 meetings.

Environmental, ESDA, Zoning – 2 meetings. They worked on the FY21 Budget.

County Health Department – 1 meeting.

Road & Bridge – 1 meeting.

Communications/Drug Task – no meeting.

Cemetery – no meeting

Planning Commission & Solid Waste – 1 meeting. Brammeier reported this Saturday will be the last recycling event this year, any help would be appreciated.

Education – no meeting.

Claims Against the County – 1 meeting.

S. Central IL Growth Alliance - no meeting.

Enterprise Zone (Nashville) – no meeting.

Enterprise Zone (Centralia) – no meeting.

9-1-1 Board – 1 meeting

Contract Negotiations – IBEW – no meeting.

Contract Negotiations – FOP – no meetings. Nothing new.

Safety: 1 meeting.

A motion was made by Suedmeyer and seconded by Brammeier to approve payment of the utility expenses, payroll and Election expenses. Motion carried.

Chairman Meyer asked if the public would like to address the Board.

A motion was made by Klingenberg and seconded by Barczewski to adjourn the meeting. Motion carried. The meeting of the Washington County Board adjourned at 8:25 P.M.

Nancy Heseman, Washington County Clerk and Clerk of the Board

AGREEMENT

WHEREAS, Washington County is the Implementing Agency of an Adult Redeploy Illinois Grant from the State of Illinois; and

WHEREAS, the funds from said grant are used to administer the Perry-Washington County Adult Redeploy Illinois program; and

WHEREAS, Washington County, as Implementing Agency, intends to enter into an Agreement with the below mentioned Provider for the purpose of providing services allowed by the grant; and

NOW THEREFORE, THIS AGREEMENT is between WASHINGTON COUNTY, in the State of Illinois, (hereinafter "County") and COMWELL (hereinafter "Provider").

1. **TAXPAYER CERTIFICATION.** The person signing this Agreement on behalf of Provider personally certifies that _____ the correct Federal Taxpayer Identification Number (FEIN) for the Provider doing business as indicated below: (please check one)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Not for Profit | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Medical Corporation |
| <input type="checkbox"/> Corporation for Profit | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation | <input type="checkbox"/> Other |
| <input type="checkbox"/> Tax Exempt/ Hospital/Extended Care Facility | |

2. **PURPOSE.** Funds being allocated by the County under this Agreement shall be used to contract for services for Washington and Perry County residents, pursuant to rules and regulations of Adult Redeploy Illinois and the Illinois Criminal Justice Information Authority.
3. **TERM.** The Provider shall furnish the Services set forth below for a term commencing on July 1, 2020 and ending on June 30, 2021. Costs incurred by the Provider prior to the beginning of the term, after the expiration of the term, or after earlier termination of the Agreement pursuant to the below provisions shall not be paid by the County.
4. **OBLIGATIONS OF PROVIDER:** The Provider agrees to provide services for participants enrolled in the Adult Redeploy Program as follows:
- A. The Provider shall provide Cognitive Behavioral Therapy (CBT) services to all Perry County residents participating in the Washington and Perry County Adult Redeploy Illinois program. The purpose of this therapy shall be to decrease recidivism among program participants by changing the way

"A"

participants think and by increasing their moral reasoning. Therapy sessions can be either group or individual, in the Provider's discretion. The Provider shall be paid for providing these services to program participants by billing the participants' health insurance carriers (including Medicaid) for these CBT services. This shall be the provider's exclusive method of obtaining payment for these CBT services, except as set forth in B. of this section and in B. of section 5.

- B. In the event that the program participant does not have insurance or does not have insurance that covers said CBT services, the Provider shall provide up to 50 hours of CBT therapy per participant. The Provider shall only be obligated to provide these services for up to two uncovered participants. The Provider shall be reimbursed for providing CBT services to up to two uncovered participants with ARI funds, as set forth below.
- C. The Provider shall also be present at all program staffings (up to two hours in length) and Status Review Hearings (up to one hour in length) on a weekly basis in person, unless the Provider is permitted to appear by electronic means by the program judge. These staffings and Status Review Hearings shall be held at the Washington County Judicial Center, Nashville, Illinois, on the same day and consecutive to one another. The time Provider shall devote to these staffings and Status Review Hearings shall be up to 150 hours during the term of this Agreement [50 weeks x (2 hours staffing + 1 hours Status Review Hearing)]. Provider shall also be entitled to travel time to and from said staffings and Status Review Hearings at 0.75 hours roundtrip, for a total of 37.5 hours (50 trips x 0.75 hours per trip).

5. OBLIGATIONS OF THE COUNTY:

- A. The County shall be a "payor of last resort" for CBT services provided to program participants. The County shall not be responsible for reimbursing the Provider for CBT services to any participant that has insurance (Medicaid or otherwise) that covers said CBT therapy.
- B. For participants without health insurance, or with health insurance that does not cover CBT therapy, the County shall reimburse the Provider for said service for up to 50 hours of CBT therapy for up to 2 two uncovered participants during the term using ARI grant funds, for a maximum of 100 hours during the grant term. The County shall reimburse the Provider for these services at a rate of \$25.54 per hour per participant.
- C. The County shall also reimburse the Provider for attendance at weekly staffings and Status Review Hearings, including travel time, as set forth

above. The County shall reimburse the Provider for these services at a rate of \$47.74 per hour.

D. The County shall reimburse the Provider for mileage to and from said weekly staffings and Status Review Hearings. This mileage rate shall be \$0.545 per mile.

6. **MAXIMUM CONTRACT AMOUNT:** The maximum contract amount hereunder shall not exceed: $\$12,323 [(100 \text{ hours} \times \$25.54 \text{ per hour}) + (187.5 \text{ hours} \times \$47.74 \text{ per hour}) + (50 \text{ trips} \times 30 \text{ miles roundtrip} \times \$0.545 \text{ per mile})]$, all as set forth above.
7. **COUNTY BOARD APPROVAL.** All payments under this Agreement are subject to the approval of the Washington County Board. Further, both parties hereto understand and agree that no payment shall be made to the Provider until the County receives the anticipated grant funds and that payment will only be made for services that are actually rendered. In the event of a disruption of services for any reason, the liability of the County hereunder shall be pro-rated to the date services were no longer provided.
8. **LIABILITY/INDEMNIFICATION/INSURANCE.** The County assumes no liability for the actions of the Provider under this Agreement. The Provider agrees to assume the entire responsibility and liability for any and all damage to persons or property caused by or resulting from or arising out of any act or omission on the part of the Provider under or in connection with this Agreement or the performance or failure to perform any of the services required by this Agreement. The Provider shall hold harmless and indemnify the County from and against any and all claims, losses or expenses, including, but not limited to attorney fees, which either or both of the parties hereto may suffer, pay or incur as a result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged, or punitive, and the Provider shall, upon written demand by the County, assume and defend at the Provider's sole cost and expense, any and all such suits or defense of claims.
9. **AGREEMENT EXTENSION.** Any extension of this Agreement beyond the term provided in Section 3 above, shall be in writing.
10. **LEGAL COMPLIANCE.** The Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement.
11. **ASSIGNMENT.** The Provider may not assign this Agreement, or any of its obligations under this Agreement, to another without the prior written consent of the County. The Provider may not subcontract any Services it is obligated to provide under this Agreement without the prior written consent of the County.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

13. **REIMBURSEMENT OF FUNDS.** The funds allocated under this Agreement are restricted for use as set forth in the rules and regulations of Adult Redeploy Illinois and the Illinois Criminal Justice Information Authority. Any funds received by the Provider that are in excess of actual, allowed, reimbursable expenses shall be returned to the County within thirty (30) days of the earlier of receipt of written notice by the County or the Provider becoming aware of an overpayment.

14. **TERMINATION.** Each party hereto shall have the right to terminate this Agreement for any reason, upon thirty (30) days written notice to the other party.

If the Provider fails to perform any material act required by this Agreement or breaches any material provision of this Agreement, this Agreement shall be deemed to have been breached, at the election of the County, and the County may seek to exercise any remedy, injunctive or damages, actual or punitive, if available, allowed by this Agreement or under federal or Illinois law.

15. **AMENDMENTS.** This Agreement may be modified or amended at any time during its term by mutual consent of the parties. Any such amendment shall be in writing and signed by the parties hereto.

16. **ADDRESS/OTHER CHANGES.** The Provider will submit written notice of any change(s) of its principal office/mailling address at least 30 days in advance of the change. Written notice of changes of name, ownership, taxpayer I.D. or taxpayer certification shall be provided at least 45 days in advance of the change, and any such changes will require a new contract. For purposes of this Agreement, notices shall be mailed to the County: Attn: Judge Emge, 125 E. Elm, Nashville, IL 62263; and to the Provider: Attn: Shea Haury, 10257 State Route 3, Red Bud, IL 62278.

17. **LAW OF ILLINOIS.** This Agreement, and any subsequent amendments of this Agreement, shall be governed and construed in accordance with the laws of the State of Illinois.

18. **STATUTORY/REGULATORY COMPLIANCE.** This Agreement and the Provider's obligations hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, regulations, and administrative rules, including any and all licensure and/or professional certification provisions.

WASHINGTON COUNTY

Date: 10/3/2020

By: David A. Meyer
County Board Chairman

PROVIDER

Date: 9/29/2020

By: John A. Lanning
Executive Director

ADDENDUM TO AGREEMENT

WASHINGTON COUNTY, hereafter referred to as the "Implementing Agency" and **COMWELL** hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. 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 2. TRANSPARENCY ACT COMPLIANCE

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

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

CONTRACTOR'S DUNS Number: 096735063

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

CONTRACTOR'S SAM registration is valid until: 1/28/21

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR'S CAGE Code: 40744

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

SECTION 3. RECORD RETENTION:

CONTRACTOR 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 CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR 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, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, 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 any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

SECTION 4. CERTIFICATION:

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

SECTION 5. CRIMINAL CONVICTIONS

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

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

SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

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

SECTION 7. CONFIDENTIALITY OF INFORMATION:

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR 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 applicable federal legislation, regulations and guidelines. 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 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

SECTION 9. APPLICABLE LAW:

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; 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; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: 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); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; 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.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:

As required by the Authority, CONTRACTOR shall complete and submit the state 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.

SECTION 11. 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 state of Illinois funds, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with state of Illinois funds, and (2) the dollar amount of state of Illinois funds for the project or program.

SECTION 12. COPYRIGHTS, PATENTS:

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, 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 CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR 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.

SECTION 13. PUBLICATIONS:

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

Any such publication shall contain the following statement:

"This project was supported by grant from 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 State of Illinois, 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. Exceptions to these requirements may be granted upon prior Authority approval,

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," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, 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.

CONTRACTOR 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 data and records required by the Authority 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 CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

SECTION 15. REPORTING GRANT IRREGULARITIES

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

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

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

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction..

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

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

Phone: 312- 793-8550

SECTION 16. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor 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 Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency 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 Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of 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 Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency

SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

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

Illinois Criminal Justice Information Authority
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 18. 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 19. SEXUAL HARASSMENT POLICIES

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

SECTION 20. USE OF FUNDS

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

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

SECTION 22. CERTIFICATION REGARDING LOBBYING:

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

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

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

CONTRACTOR warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

David G. Meyer
Authorized representative of the Implementing Agency

10-13-2020
Date

Maat Hany
Authorized representative of the CONTRACTOR

9/29/2020
Date



CONTRACTOR PAYMENT – UNDER THRESHOLD

Complete if (rate is less than \$400 per 8 hour day, OR less than \$50.00 per hour) AND (contract under \$25,000)

For each contractor payment, your agency/organization must submit this information for Illinois Criminal Justice Information Authority (ICJIA) review and approval. Please contact your grant specialist if you have questions about this form.

- A) Indicate whether a competitive procurement process or sole source procurement is anticipated. All procurements must be conducted in a manner to provide, to the maximum extent practical, open and free competition. A competitive procurement process that adheres to ICJIA requirements must be followed, unless a sole source procurement is justified. Under very limited circumstances, sole source procurements may be allowed. (See the ICJIA's Financial Guide for additional procurement requirements.)

(Check one box)

☐ Competitive procurement

If a competitive procurement process is used, documentation must be maintained at your agency, which describes the processes through which your agency selected the contractor(s). Documentation must describe the method of procurement used, such as obtaining at least three bids for a small purchase or a Request for Proposals (RFP) process, the reason for choosing that method of procurement, how many proposals/responses were received, and why the particular contractor was chosen, considering price and other factors.

OR

☒ Sole source procurement

Contact your grant specialist for required documentation for sole source procurements.

- B) Attach the resume(s) of the contractor.
- C) Attach the agenda of the training that includes the topics that will be presented by the contractor, if applicable, or a description of the services that will be provided by the contractor.
- D) The below-signed authorized representative of the Implementing Agency certifies that the Implementing Agency has taken reasonable steps to assure that the hourly rate(s) charged by the contractor is/are reasonable, and consistent with rates charged by similarly qualified individuals and organizations.
- E) Attach a signed certification from the contractor, stating that the contractor will not receive payment from another source for the hours during which the services will occur, in addition to the payment the contractor will receive pursuant to the grant program. (Compensation Certification form is attached.)
- F) Attach a signed certification from the contractor stating that the hourly rate requested by the contractor to be charged to the grant program is equal to or less than, the rate that the contractor currently charges to other organizations for similar services. (Rate of Pay Certification form is attached.) Absent such certification, a compelling justification as to why the contractor should be paid at the requested rate must be attached and is subject to review and approval by ICJIA.

The below-signed authorized representative certifies to the best of his/her knowledge that the information listed above is true and correct:

David A. Meyer

Authorized Implementing Agency Representative/Signature and Title

10-13-2020

Date



COMPENSATION CERTIFICATION

COMWELL (CONTRACTOR) certifies that the CONTRACTOR, its employees, and subcontractors will not receive payment for services from another source for the hours during which they perform contractual services for the WASHINGTON COUNTY (IMPLEMENTING AGENCY) for the PATHWAY TO RECOVERY PROGRAM (GRANT PROGRAM), in addition to any payment the CONTRACTOR, its employees, and subcontractors receive from the IMPLEMENTING AGENCY for performance of services for the GRANT PROGRAM.

[Signature]
Authorized Contractor Representative

9/29/2020
Date

RATE OF PAY CERTIFICATION

COMWELL (CONTRACTOR) certifies that the rate requested to be charged to the WASHINGTON COUNTY (IMPLEMENTING AGENCY) for the PATHWAY TO RECOVERY PROGRAM (GRANT PROGRAM), is equal to or less than the rate CONTRACTOR charges to other organizations and entities for similar services.

[Signature]
Authorized Contractor Representative

9/29/2020
Date

AGREEMENT

WHEREAS, Washington County is the Implementing Agency of an Adult Redeploy Illinois Grant from the State of Illinois; and

WHEREAS, the funds from said grant are used to administer the Perry-Washington County Adult Redeploy Illinois program; and

WHEREAS, Washington County, as Implementing Agency, intends to enter into an Agreement with the below mentioned Program Coordinator for the purpose of providing services allowed by the grant; and

NOW THEREFORE, THIS AGREEMENT is between WASHINGTON COUNTY, in the State of Illinois, (hereinafter "County") and MARY BETH CASSITY (hereinafter "Program Coordinator"), as an independent contractor and not as an employee of the County.

1. **TAXPAYER CERTIFICATION.** The person signing this Agreement on behalf of Program Coordinator personally certifies that _____ is the correct Federal Taxpayer Identification Number (FEIN) for the Program Coordinator doing business as indicated below: (please check one)

- | | |
|--|---|
| <input type="checkbox"/> Not for Profit | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input checked="" type="checkbox"/> Individual | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Medical Corporation |
| <input type="checkbox"/> Corporation for Profit | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation | <input type="checkbox"/> Other |
| <input type="checkbox"/> Tax Exempt/ Hospital/Extended Care Facility | |

2. **PURPOSE.** Funds being allocated by the County under this Agreement shall be used to contract for services for Washington and Perry County residents, pursuant to rules and regulations of Adult Redeploy Illinois and the Illinois Criminal Justice Information Authority.

3. **TERM.** The Program Coordinator shall furnish the Services set forth below for a term commencing on July 1, 2020, and ending on June 30, 2021. Costs for services performed by the Program Coordinator prior to the beginning of the term, after the expiration of the term, or after earlier termination of the Agreement pursuant to the below provisions shall not be paid by the County.

4. **OBLIGATIONS OF PROGRAM COORDINATOR:** The Program Coordinator, as an independent contractor, agrees to provide services for participants enrolled in the Adult Redeploy Program as follows:

- A. The Program Coordinator shall provide coordination support for the Adult Redeploy Program under the direct supervision of the program judge. The

"B"

Program Coordinator shall be responsible for overseeing the day to day operations of the program. Specifically, the Program Coordinator must: monitor the referral and intake processes to ensure the early identification and enrollment of program candidates, supervise of the collection and reporting of program data, engage community education and public relations efforts, coordinate continuing education opportunities for the program team, manage the program's finances, and seek funding opportunities for program sustainability. The Program Coordinator shall devote up to 624 hours performing the above-mentioned duties during the term of this Agreement (13 hours per week x 48 weeks).

- B. The Program Coordinator shall also be present at all program staffings and Status Review Hearings in person, unless the Program Coordinator is permitted to appear by electronic means by the program judge. These staffings and Status Review Hearings shall be held at the Perry County Courthouse, Pinckneyville, Illinois, on Wednesday afternoons beginning at 12:30 p.m., with the Status Review Hearings held immediately thereafter, and at the Washington County Judicial Center, Nashville, Illinois, on Thursday afternoons at 12:30 p.m., with the Status Review Hearings held immediately thereafter. The time Program Coordinator shall devote to these staffings and Status Review Hearings shall be up to 300 hours during the term of this Agreement [48 weeks x (2.125 hours staffing + 1 hour Status Review Hearing) x 2 times per week]. The Program Coordinator shall also be entitled to travel time to and from said staffings and Status Review Hearings at 0.75 hours roundtrip, for a total of up to 36 hours (48 trips x 0.75 hours per trip).
- C. The Program Coordinator shall be responsible for providing her own transportation to and from all Adult Redeploy Program activities. The Program Coordinator shall provide her own liability insurance for any personal vehicle used as a means of transportation for program purposes, as the Program Coordinator is an independent contractor and not covered by any County liability insurance policy.

5. OBLIGATIONS OF THE COUNTY:

- A. The County shall reimburse the Program Coordinator for performing the Program Coordinator's duties described above in Section 4.A., as well as for time spent at weekly staffings, Status Review Hearings, travel time as set forth the above Section 4.B. The County shall reimburse the Program Coordinator for these services at a rate of \$50 per hour.

B. The County shall reimburse the Program Coordinator for mileage to and from said weekly staffings and Status Review Hearings. The County shall also reimburse the Program Coordinator for trips to the Washington County Judicial Center for program planning with the Program Judge and to offer assistance/guidance to the Program Officer, for up to 15 trips throughout the year. This mileage rate shall be \$0.575 per mile. Mileage shall be from Program Coordinator's office in Tamaroa, IL, to either Perry County Courthouse in Pinckneyville, IL (30 miles roundtrip), or to Washington County Judicial Center in Nashville, IL (46 miles roundtrip).

6. **MAXIMUM CONTRACT AMOUNT:** The maximum contract amount hereunder shall not exceed: \$50,583 [(624 hours x \$50 per hour) + (300 hours x \$50 per hour) + (36 hours x \$50 per hour) + (50 trips x 30 miles roundtrip x \$0.575 per mile) + (50 trips x 46 miles roundtrip x \$0.575 per mile) + (15 trips x 46 miles roundtrip x \$0.575 per mile)], all as set forth above. Due to the independent contractor status of the Program Coordinator, the County shall not withhold any taxes or other items from the compensation and reimbursements received by the Program Coordinator pursuant to this Agreement. In addition, as an independent contractor, the Program Coordinator shall not be entitled to any fringe benefits typically given to County employees, including but not limited to health/dental insurance and pension/retirement plans.
7. **COUNTY BOARD APPROVAL.** All payments under this Agreement are subject to the approval of the Washington County Board. Further, both parties hereto understand and agree that no payment shall be made to the Program Coordinator until the County receives the anticipated grant funds and that payment will only be made for services that are actually rendered. In the event of a disruption of services for any reason, the liability of the County hereunder shall be pro-rated to the date services were no longer provided.
8. **LIABILITY/INDEMNIFICATION/INSURANCE.** The County assumes no liability for the actions of the Program Coordinator under this Agreement. The Program Coordinator agrees to assume the entire responsibility and liability for any and all damage to persons or property caused by or resulting from or arising out of any act or omission on the part of the Program Coordinator under or in connection with this Agreement or the performance or failure to perform any of the services required by this Agreement. The Program Coordinator shall hold harmless and indemnify the County from and against any and all claims, losses or expenses, including, but not limited to attorney fees, which either or both of the parties hereto may suffer, pay or incur as a result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged, or punitive, and the Program Coordinator shall, upon written demand by the County, assume and

defend at the Program Coordinator's sole cost and expense, any and all such suits or defense of claims.

9. **AGREEMENT EXTENSION.** Any extension of this Agreement beyond the term provided in Section 3 above, shall be in writing.
10. **LEGAL COMPLIANCE.** The Program Coordinator assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement.
11. **ASSIGNMENT.** The Program Coordinator may not assign this Agreement, or any of its obligations under this Agreement, to another without the prior written consent of the County. The Program Coordinator may not subcontract any Services it is obligated to provide under this Agreement without the prior written consent of the County.
12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
13. **REIMBURSEMENT OF FUNDS.** The funds allocated under this Agreement are restricted for use as set forth in the rules and regulations of Adult Redeploy Illinois and the Illinois Criminal Justice Information Authority. Any funds received by the Program Coordinator that are in excess of actual, allowed, reimbursable expenses shall be returned to the County within thirty (30) days of the earlier of receipt of written notice by the County or the Program Coordinator becoming aware of an overpayment.
14. **TERMINATION.** Each party hereto shall have the right to terminate this Agreement for any reason, upon thirty (30) days written notice to the other party.

If the Program Coordinator fails to perform any material act required by this Agreement or breaches any material provision of this Agreement, this Agreement shall be deemed to have been breached, at the election of the County, and the County may seek to exercise any remedy, injunctive or damages, actual or punitive, if available, allowed by this Agreement or under federal or Illinois law.
15. **AMENDMENTS.** This Agreement may be modified or amended at any time during its term by mutual consent of the parties. Any such amendment shall be in writing and signed by the parties hereto.
16. **ADDRESS/OTHER CHANGES.** The Program Coordinator will submit written notice of any change(s) of its principal office/ mailing address at least 30 days in advance of the change. Written notice of changes of name, ownership, taxpayer

I.D. or taxpayer certification shall be provided at least 45 days in advance of the change, and any such changes will require a new contract. For purposes of this Agreement, notices shall be mailed to the County: Attn: Judge Emge, 125 E. Elm, Nashville, IL 62263; and to the Program Coordinator:

Mary Beth Cassity

17. **LAW OF ILLINOIS.** This Agreement, and any subsequent amendments of this Agreement, shall be governed and construed in accordance with the laws of the State of Illinois.

18. **STATUTORY/REGULATORY COMPLIANCE.** This Agreement and the Program Coordinator's obligations hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, regulations, and administrative rules, including any and all licensure and/or professional certification provisions.

WASHINGTON COUNTY

PROGRAM COORDINATOR

Date: 10-13-2020

Date: 10/11/20

By: David A. Meyer
County Board Chairman

M. Beth Cassity

ADDENDUM TO AGREEMENT

WASHINGTON COUNTY, hereafter referred to as the “**Implementing Agency**” and **MARY BETH CASSITY**, hereafter referred to as the “**CONTRACTOR**”, agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. 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 2. TRANSPARENCY ACT COMPLIANCE

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

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

CONTRACTOR'S DUNS Number: N/A

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

CONTRACTOR'S SAM registration is valid until: N/A

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR'S CAGE Code: N/A

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

SECTION 3. RECORD RETENTION:

CONTRACTOR 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 CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR 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, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, 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 any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

SECTION 4. CERTIFICATION:

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

SECTION 5. CRIMINAL CONVICTIONS

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

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

SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

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

SECTION 7. CONFIDENTIALITY OF INFORMATION:

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR 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 applicable federal legislation, regulations and guidelines. 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 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

SECTION 9. APPLICABLE LAW:

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; 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; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: 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); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; 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.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:

As required by the Authority, CONTRACTOR shall complete and submit the state 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.

SECTION 11. 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 state of Illinois funds, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with state of Illinois funds, and (2) the dollar amount of state of Illinois funds for the project or program.

SECTION 12. COPYRIGHTS, PATENTS:

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, 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 CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR 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.

SECTION 13. PUBLICATIONS:

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

Any such publication shall contain the following statement:

"This project was supported by grant from 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 State of Illinois, 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. Exceptions to these requirements may be granted upon prior Authority approval,

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," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, 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.

CONTRACTOR 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 data and records required by the Authority 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 CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

SECTION 15. REPORTING GRANT IRREGULARITIES

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

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

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

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

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

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

Phone: 312- 793-8550

SECTION 16. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor 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 Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency 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 Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of 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 Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency

SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

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

Illinois Criminal Justice Information Authority
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 18. 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 19. SEXUAL HARASSMENT POLICIES

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

SECTION 20. USE OF FUNDS

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that ~~only those costs listed in the agreement~~ between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

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

SECTION 22. CERTIFICATION REGARDING LOBBYING:

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

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

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

CONTRACTOR warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

David L. Meyer
Authorized representative of the Implementing Agency

10-13-2020
Date

M. Beth Cassidy
Authorized representative of the CONTRACTOR

10/11/20
Date

CONTRACTOR PAYMENT FORM – OVER THRESHOLD

(For rates \$400 per 8-hour day or more, OR over \$50.00 per hour) OR (Contracts for \$25,000 or more)

For each contractor payment, your agency/organization must submit the following documentation for PRIOR Illinois Criminal Justice Information Authority (ICJIA) review and approval. Please contact your grant specialist if you have questions about this form.

- A) Indicate whether a competitive procurement process or sole source procurement is anticipated. All procurements must be conducted in a manner to provide, to the maximum extent practical, open and free competition. A competitive procurement process that adheres to ICJIA requirements must be followed, unless a sole source procurement is justified. Under very limited circumstances, sole source procurements may be allowed. (See the ICJIA's Financial Guide for additional procurement requirements.)

(Check one box) ☐ Competitive procurement

If a competitive procurement process is used, documentation must be maintained at your agency, which describes the processes through which your agency selected the contractor(s). Documentation must describe the method of procurement used, such as obtaining at least three bids for a small purchase or a Request for Proposals (RFP) process, the reason for choosing that method of procurement, how many proposals/responses were received, and why the particular contractor was chosen, considering price and other factors.

OR

☒ Sole source procurement

Contact your grant specialist for required documentation for sole source procurements.

- B) Attach the resume(s) of the contractor(s).
- C) Attach the agenda of the training, if applicable, that includes the topics that will be presented by the contractor, or a description of the services that will be provided by the contractor.
- D) The below-signed authorized representative of the Implementing Agency certifies that the Implementing Agency has taken reasonable steps to assure that the hourly rate(s) charged by the contractor is/are reasonable, and consistent with rates charged by similarly qualified individuals and organizations.
- E) Attach a signed certification from the contractor, stating that the contractor will not receive payment from another source for the hours during which the services will occur, in addition to the payment the contractor will receive pursuant to the grant program. (Compensation Certification form is attached.)
- F) Attach a signed certification from the contractor stating that the hourly rate requested by the contractor to be charged to the grant program is equal to or less than, the rate that the contractor currently charges to other organizations for similar services. (Rate of Pay Certification form is attached.)
- G) If sole source, attach a copy of a former contract, invoice, or similar documentation showing that the contractor has been previously paid at the requested rate, for similar services.

The below-signed authorized representative certifies to the best of his/her knowledge that the information listed above is true and correct:

David G. Meyer
Authorized Implementing Agency Representative/Signature and Title

10-13-2020
Date

COMPENSATION CERTIFICATION

MARY BETH CASSITY (CONTRACTOR) certifies that the CONTRACTOR, its employees, and subcontractors will not receive payment for services from another source for the hours during which they perform contractual services for the WASHINGTON COUNTY (IMPLEMENTING AGENCY) for the PATHWAY TO RECOVERY PROGRAM (GRANT PROGRAM), in addition to any payment the CONTRACTOR, its employees, and subcontractors receive from the IMPLEMENTING AGENCY for performance of services for the GRANT PROGRAM.

M. Beth Cassity
Authorized Contractor Representative

10/11/20
Date

RATE OF PAY CERTIFICATION

MARY BETH CASSITY (CONTRACTOR) certifies that the rate requested to be charged to the WASHINGTON COUNTY (IMPLEMENTING AGENCY) for the PATHWAY TO RECOVERY PROGRAM (GRANT PROGRAM), is equal to or less than the rate CONTRACTOR charges to other organizations and entities for similar services.

M. Beth Cassity
Authorized Contractor Representative

10/11/20
Date

AGREEMENT

WHEREAS, Washington County is the Implementing Agency of an Adult Redeploy Illinois Grant from the State of Illinois; and

WHEREAS, the funds from said grant are used to administer the Perry-Washington County Adult Redeploy Illinois program; and

WHEREAS, Washington County, as Implementing Agency, intends to enter into an Agreement with the below mentioned Provider for the purpose of providing services allowed by the grant; and

NOW THEREFORE, THIS AGREEMENT is between WASHINGTON COUNTY, in the State of Illinois, (hereafter "County") and PERRY COUNTY COUNSELING CENTER, INC. (hereafter "Provider").

1. **TAXPAYER CERTIFICATION.** The person signing this Agreement on behalf of Provider personally certifies that " " is the correct Federal Taxpayer Identification Number (FEIN) for the Provider doing business as indicated below: (please check one)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Not for Profit | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Medical Corporation |
| <input type="checkbox"/> Corporation for Profit | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation | <input type="checkbox"/> Other |
| <input type="checkbox"/> Tax Exempt/ Hospital/Extended Care Facility | |

2. **PURPOSE.** Funds being allocated by the County under this Agreement shall be used to contract for services for Washington and Perry County residents, pursuant to rules and regulations of Adult Redeploy Illinois and the Illinois Criminal Justice Information Authority.
3. **TERM.** The Provider shall furnish the Services set forth below for a term commencing on July 1, 2020 and ending on June 30, 2021. Costs incurred by the Provider prior to the beginning of the term, after the expiration of the term, or after earlier termination of the Agreement pursuant to the below provisions shall not be paid by the County.
4. **OBLIGATIONS OF PROVIDER:** The Provider agrees to provide services for participants enrolled in the Adult Redeploy Program as follows:
- "C"

- A. The Provider shall provide Cognitive Behavioral Therapy (CBT) services to all Perry County residents participating in the Washington and Perry County Adult Redeploy Illinois program. The purpose of this therapy shall be to decrease recidivism among program participants by changing the way participants think and by increasing their moral reasoning. Therapy sessions can be either group or individual, in the Provider's discretion. The Provider shall be paid for providing these services to program participants by billing the participants' health insurance carriers (including Medicaid) for these CBT services. This shall be the provider's exclusive method of obtaining payment for these CBT services, except as set forth in B. of this section and in B. of section 5.
- B. In the event that the program participant does not have insurance or does not have insurance that covers said CBT services, the Provider shall provide up to 50 hours of CBT therapy per participant. The Provider shall only be obligated to provide these services for up to two uncovered participants. The Provider shall be reimbursed for providing CBT services to up to two uncovered participants with ARI funds, as set forth below.
- C. The Provider shall also be present at all program staffings (up to two hours in length) and Status Review Hearings (up to one hour in length) on a weekly basis in person, unless the Provider is permitted to appear by electronic means by the program judge. These staffings and Status Review Hearings shall be held at the Perry County Courthouse, Pinckneyville, Illinois, on the same day and consecutive to one another. The time Provider shall devote to these staffings and Status Review Hearings shall be up to 150 hours during the term of this Agreement [50 weeks x (2 hours staffing + 1 hours Status Review Hearing)]. Provider shall also be entitled to travel time to and from said staffings and Status Review Hearings at 0.75 hours roundtrip, for a total of 37.5 hours (50 trips x 0.75 hours per trip).

5. OBLIGATIONS OF THE COUNTY:

- A. The County shall be a "payor of last resort" for CBT services provided to program participants. The County shall not be responsible for reimbursing the Provider for CBT services to any participant that has insurance (Medicaid or otherwise) that covers said CBT therapy.
- B. For participants without health insurance, or with health insurance that does not cover CBT therapy, the County shall reimburse the Provider for said service for up to 50 hours of CBT therapy for up to 2 two uncovered participants during the term using ARI grant funds, for a maximum of 100

hours during the grant term. The County shall reimburse the Provider for these services at a rate of \$24.84 per hour per participant.

C. The County shall also reimburse the Provider for attendance at weekly staffings and Status Review Hearings, including travel time, as set forth above. The County shall reimburse the Provider for these services at a rate of \$57.85 per hour.

D. The County shall reimburse the Provider for mileage to and from said weekly staffings and Status Review Hearings. This mileage rate shall be \$0.575 per mile.

6. **MAXIMUM CONTRACT AMOUNT:** The maximum contract amount hereunder shall not exceed: \$14,194 [(100 hours x \$24.84 per hour) + (187.5 hours x \$57.85 per hour) + (50 trips x 30 miles roundtrip x \$0.575 per mile)], all as set forth above.
7. **COUNTY BOARD APPROVAL.** All payments under this Agreement are subject to the approval of the Washington County Board. Further, both parties hereto understand and agree that no payment shall be made to the Provider until the County receives the anticipated grant funds and that payment will only be made for services that are actually rendered. In the event of a disruption of services for any reason, the liability of the County hereunder shall be pro-rated to the date services were no longer provided.
8. **LIABILITY/INDEMNIFICATION/INSURANCE.** The County assumes no liability for the actions of the Provider under this Agreement. The Provider agrees to assume the entire responsibility and liability for any and all damage to persons or property caused by or resulting from or arising out of any act or omission on the part of the Provider under or in connection with this Agreement or the performance or failure to perform any of the services required by this Agreement. The Provider shall hold harmless and indemnify the County from and against any and all claims, losses or expenses, including, but not limited to attorney fees, which either or both of the parties hereto may suffer, pay or incur as a result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged, or punitive, and the Provider shall, upon written demand by the County, assume and defend at the Provider's sole cost and expense, any and all such suits or defense of claims.
9. **AGREEMENT EXTENSION.** Any extension of this Agreement beyond the term provided in Section 3 above, shall be in writing.
10. **LEGAL COMPLIANCE.** The Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement.

11. **ASSIGNMENT.** The Provider may not assign this Agreement, or any of its obligations under this Agreement, to another without the prior written consent of the County. The Provider may not subcontract any Services it is obligated to provide under this Agreement without the prior written consent of the County.
12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
13. **REIMBURSEMENT OF FUNDS.** The funds allocated under this Agreement are restricted for use as set forth in the rules and regulations of Adult Redeploy Illinois and the Illinois Criminal Justice Information Authority. Any funds received by the Provider that are in excess of actual, allowed, reimbursable expenses shall be returned to the County within thirty (30) days of the earlier of receipt of written notice by the County or the Provider becoming aware of an overpayment.
14. **TERMINATION.** Each party hereto shall have the right to terminate this Agreement for any reason, upon thirty (30) days written notice to the other party.
- If the Provider fails to perform any material act required by this Agreement or breaches any material provision of this Agreement, this Agreement shall be deemed to have been breached, at the election of the County, and the County may seek to exercise any remedy, injunctive or damages, actual or punitive, if available, allowed by this Agreement or under federal or Illinois law.
15. **AMENDMENTS.** This Agreement may be modified or amended at any time during its term by mutual consent of the parties. Any such amendment shall be in writing and signed by the parties hereto.
16. **ADDRESS/OTHER CHANGES.** The Provider will submit written notice of any change(s) of its principal office/ mailing address at least 30 days in advance of the change. Written notice of changes of name, ownership, taxpayer I.D. or taxpayer certification shall be provided at least 45 days in advance of the change, and any such changes will require a new contract. For purposes of this Agreement, notices shall be mailed to the County: Attn: Judge Emge, 125 E. Elm, Nashville, IL 62263; and to the Provider: Attn: Susan Engelhardt, 1016 S. Madison, Du Quoin, IL 62832.
17. **LAW OF ILLINOIS.** This Agreement, and any subsequent amendments of this Agreement, shall be governed and construed in accordance with the laws of the State of Illinois.

18. **STATUTORY/REGULATORY COMPLIANCE.** This Agreement and the Provider's obligations hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, regulations, and administrative rules, including any and all licensure and/or professional certification provisions.

Perry County Counseling Center

WASHINGTON COUNTY

PROVIDER

Date: 10-13-2020

Date: 10/1/20

By: David L. Meyer
County Board Chairman

By: Ann Engelhardt E.D.
Executive Director

ADDENDUM TO AGREEMENT

WASHINGTON COUNTY, hereafter referred to as the "Implementing Agency" and **PERRY COUNTY COUNSELING CENTER, INC.**, hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. 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 2. TRANSPARENCY ACT COMPLIANCE

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

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

CONTRACTOR'S DUNS Number: 070341888

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

CONTRACTOR'S SAM registration is valid until: 11/17/20

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR'S CAGE Code: 60PT9

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

SECTION 3. RECORD RETENTION:

CONTRACTOR 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 CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR 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, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, 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 any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

SECTION 4. CERTIFICATION:

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

SECTION 5. CRIMINAL CONVICTIONS

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

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

SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

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

SECTION 7. CONFIDENTIALITY OF INFORMATION:

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR 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 applicable federal legislation, regulations and guidelines. 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 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

SECTION 9. APPLICABLE LAW:

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; 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; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: 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); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; 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.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:

As required by the Authority, CONTRACTOR shall complete and submit the state 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.

SECTION 11. 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 state of Illinois funds, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with state of Illinois funds, and (2) the dollar amount of state of Illinois funds for the project or program.

SECTION 12. COPYRIGHTS, PATENTS:

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, 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 CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR 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.

SECTION 13. PUBLICATIONS:

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

Any such publication shall contain the following statement:

"This project was supported by grant from 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 State of Illinois, 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. Exceptions to these requirements may be granted upon prior Authority approval,

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," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, 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.

CONTRACTOR 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 data and records required by the Authority 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 CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

SECTION 15. REPORTING GRANT IRREGULARITIES

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

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

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

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

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

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

Phone: 312- 793-8550

SECTION 16. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor 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 Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency 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 Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of 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 Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency

SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

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

Illinois Criminal Justice Information Authority
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 18. 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 19. SEXUAL HARASSMENT POLICIES

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

SECTION 20. USE OF FUNDS

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

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

SECTION 22. CERTIFICATION REGARDING LOBBYING:

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

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

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

CONTRACTOR warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

David C. Meyer
Authorized representative of the Implementing Agency

10-13-2020
Date

Ann Engel W. E.D.
Authorized representative of the CONTRACTOR
Perry County Counseling Center

10/1/20
Date



COMPENSATION CERTIFICATION

PERRY COUNTY COUNSELING CENTER, INC. (CONTRACTOR) certifies that the CONTRACTOR, its employees, and subcontractors will not receive payment for services from another source for the hours during which they perform contractual services for the WASHINGTON COUNTY (IMPLEMENTING AGENCY) for the PATHWAY TO RECOVERY PROGRAM (GRANT PROGRAM), in addition to any payment the CONTRACTOR, its employees, and subcontractors receive from the IMPLEMENTING AGENCY for performance of services for the GRANT PROGRAM.

Anna Engel E.D.
Authorized Contractor Representative

10/11/20
Date

RATE OF PAY CERTIFICATION

PERRY COUNTY COUNSELING CENTER, INC. (CONTRACTOR) certifies that the rate requested to be charged to the WASHINGTON COUNTY (IMPLEMENTING AGENCY) for the PATHWAY TO RECOVERY PROGRAM (GRANT PROGRAM), is equal to or less than the rate CONTRACTOR charges to other organizations and entities for similar services.

Anna Engel E.D.
Authorized Contractor Representative

10/11/20
Date

AGREEMENT

WHEREAS, Washington County is the Implementing Agency of an Adult Redeploy Illinois Grant from the State of Illinois; and

WHEREAS, the funds from said grant are used to administer the Perry-Washington County Adult Redeploy Illinois program; and

WHEREAS, Washington County, as Implementing Agency, intends to enter into an Agreement with the below mentioned property owner for the purpose of securing transitional housing for program participants; and

NOW THEREFORE, THIS AGREEMENT is between WASHINGTON COUNTY, in the State of Illinois, (hereafter "County") and MARY LOU HAMMACK (hereafter "Owner").

1. **TAXPAYER CERTIFICATION.** The person signing this Agreement on behalf of Owner personally certifies that _____ is the correct Federal Taxpayer Identification Number (FEIN) for the Owner doing business as indicated below: (please check one)

- | | |
|--|---|
| <input type="checkbox"/> Not for Profit | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input checked="" type="checkbox"/> Individual | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Medical Corporation |
| <input type="checkbox"/> Corporation for Profit | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation | <input type="checkbox"/> Other |
| <input type="checkbox"/> Tax Exempt/ Hospital/Extended Care Facility | |

2. **PURPOSE.** Funds being allocated by the County under this Agreement shall be used to reserved transitional housing for participants of the Perry-Washington County Adult Redeploy Illinois program, pursuant to rules and regulations of Adult Redeploy Illinois and the Illinois Criminal Justice Information Authority.

3. **TERM.** The term of this Agreement shall commence on July 1, 2020 and end on June 30, 2021. Costs incurred by the Owner prior to the beginning of the term, after the expiration of the term, or after earlier termination of the Agreement pursuant to the below provisions shall not be paid by the County.

4. **OBLIGATIONS OF OWNER:**

- A. The Owner agrees to reserve two apartments, being at 16 S. Main Street, Apartment 1, Pinckneyville, IL 62274, and 14 W. Water Street, Apartment 4, Pinckneyville, IL 62274, during the term of this Agreement solely for use by participants of the Perry-Washington County Adult Redeploy Illinois

"D"

program. The above units shall be leased exclusively to said program participants during said term, pursuant to separate lease agreements entered into between the Owner and the program participants from time to time.

- B. Program participants shall be referred to the Owner by a member of the Perry-Washington County Adult Redeploy Illinois program team. The Owner shall then review the participant's rental application, and if approved by the Owner, enter into said lease agreement with the program participant without charging the program participant any monthly rent, or any fee or cost, other than damages as set forth in Section 8 below. In addition, said lease agreement shall not require the program participant to obtain any necessary utility (gas, water, sewage, and electricity) service, as the Owner shall supply all of said necessary utility service to said apartments at all times during the term of this Agreement.

5. OBLIGATIONS OF THE COUNTY:

- A. The County shall pay the Owner \$475 per month, per apartment, to reserve said property for program participants during the term.
- 6. **MAXIMUM CONTRACT AMOUNT:** The maximum contract amount hereunder shall not exceed: \$11,400 (12 months x \$475 per month x 2 apartments), as set forth above.
 - 7. **COUNTY BOARD APPROVAL.** All payments under this Agreement are subject to the approval of the Washington County Board. Further, both parties hereto understand and agree that no payment shall be made to the Owner until the County receives the anticipated grant funds.
 - 8. **LIABILITY/INDEMNIFICATION/INSURANCE.** The County assumes no liability for the actions of the Owner, or of any participant of the Perry-Washington County Adult Redeploy Illinois program, under this Agreement. The Owner agrees to assume the entire responsibility and liability for any and all damage to persons or property caused by or resulting from or arising out of any act or omission on the part of the Owner under or in connection with this Agreement or the performance or failure to perform any of the services required by this Agreement. The Owner shall hold harmless and indemnify the County from and against any and all claims, losses or expenses, including, but not limited to attorney fees, which either or both of the parties hereto may suffer, pay or incur as a result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged, or punitive, and the Owner shall, upon written

demand by the County, assume and defend at the Owner's sole cost and expense, any and all such suits or defense of claims.

The Owner agrees that its sole recourse for damage (property or otherwise) done by a Perry-Washington County Adult Redeploy Illinois program participant shall be against said program participant, pursuant to the terms of a separate lease agreement entered into between those parties. The Owner shall hold the County harmless from and indemnify the County against any and all such claims, losses, or expenses.

9. **AGREEMENT EXTENSION.** Any extension of this Agreement beyond the term provided in Section 3 above, shall be in writing.

10. **LEGAL COMPLIANCE.** The Owner assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement.

11. **ASSIGNMENT.** The Owner may not assign this Agreement, or any of its obligations under this Agreement, to another without the prior written consent of the County.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

13. **REIMBURSEMENT OF FUNDS.** The funds allocated under this Agreement are restricted for use as set forth in the rules and regulations of Adult Redeploy Illinois and the Illinois Criminal Justice Information Authority. Any funds received by the Owner that are in excess of actual, allowed, reimbursable expenses shall be returned to the County within thirty (30) days of the earlier of receipt of written notice by the County or the Owner becoming aware of an overpayment.

14. **TERMINATION.** Each party hereto shall have the right to terminate this Agreement for any reason, upon thirty (30) days written notice to the other party.

If the Owner fails to perform any material act required by this Agreement or breaches any material provision of this Agreement, this Agreement shall be deemed to have been breached, at the election of the County, and the County may seek to exercise any remedy, injunctive or damages, actual or punitive, if available, allowed by this Agreement or under federal or Illinois law.

In the event of an early termination of this Agreement for any reason, any amounts due to the Owner under said Agreement shall be pro-rated to the date of said termination.

15. **AMENDMENTS.** This Agreement may be modified or amended at any time during its term by mutual consent of the parties. Any such amendment shall be in writing and signed by the parties hereto.

16. **ADDRESS/OTHER CHANGES.** The Owner will submit written notice of any change(s) of its principal office/mailling address at least 30 days in advance of the change. Written notice of changes of name, ownership, taxpayer I.D. or taxpayer certification shall be provided at least 45 days in advance of the change, and any such changes will require a new contract. For purposes of this Agreement, notices shall be mailed to the County: Attn: Judge Emge, 125 E. Elm, Nashville, IL 62263; and to the Owner: c/o John Hammack, P.O. Box 12, Pinckneyville, IL 62274.

17. **LAW OF ILLINOIS.** This Agreement, and any subsequent amendments of this Agreement, shall be governed and construed in accordance with the laws of the State of Illinois.

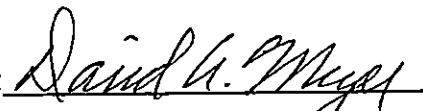
18. **STATUTORY/REGULATORY COMPLIANCE.** This Agreement and the Owner's obligations hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, regulations, and administrative rules, including any and all licensure and/or professional certification provisions.

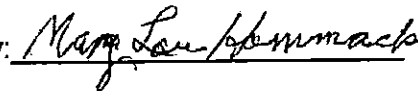
WASHINGTON COUNTY

OWNER

Date: 10-13-2020

Date: 9/30/2020

By: 
County Board Chairman

By: 

ADDENDUM TO AGREEMENT

WASHINGTON COUNTY, hereafter referred to as the "Implementing Agency" and **MARY LOU HAMMACK**, hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. 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 2. TRANSPARENCY ACT COMPLIANCE

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

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

CONTRACTOR'S DUNS Number: N/A

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

CONTRACTOR'S SAM registration is valid until: N/A

- c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR'S CAGE Code: N/A

- d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

- e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

SECTION 3. RECORD RETENTION:

CONTRACTOR 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 CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR 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, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, 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 any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

SECTION 4. CERTIFICATION:

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

SECTION 5. CRIMINAL CONVICTIONS

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

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

SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

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

SECTION 7. CONFIDENTIALITY OF INFORMATION:

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et*

seq., CONTRACTOR 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 applicable federal legislation, regulations and guidelines. 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 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

SECTION 9. APPLICABLE LAW:

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; 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; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: 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); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; 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.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:

As required by the Authority, CONTRACTOR shall complete and submit the state 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.

SECTION 11. 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 state of Illinois funds, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with state of Illinois funds, and (2) the dollar amount of state of Illinois funds for the project or program.

SECTION 12. COPYRIGHTS, PATENTS:

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, 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 CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR 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.

SECTION 13. PUBLICATIONS:

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

Any such publication shall contain the following statement:

"This project was supported by grant from 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 State of Illinois, 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. Exceptions to these requirements may be granted upon prior Authority approval,

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," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, 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.

CONTRACTOR 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 data and records required by the Authority 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 CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

SECTION 15. REPORTING GRANT IRREGULARITIES

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

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

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

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

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

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

Phone: 312- 793-8550

SECTION 16. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor 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 Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency 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 Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of 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 Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency

SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

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

Illinois Criminal Justice Information Authority
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 18. 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 19. SEXUAL HARASSMENT POLICIES

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

SECTION 20. USE OF FUNDS

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

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

SECTION 22. CERTIFICATION REGARDING LOBBYING:

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

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

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

CONTRACTOR warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 12207). EO 12207 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

David G. Meyer
Authorized representative of the Implementing Agency

10-13-2020
Date

Mary Lou Hammack
Authorized representative of the CONTRACTOR

9/30/2020
Date

CONTRACTOR PAYMENT – UNDER THRESHOLD

Complete if (rate is less than \$400 per 8 hour day, OR less than \$50.00 per hour) AND (contract under \$25,000)

For each contractor payment, your agency/organization must submit this information for Illinois Criminal Justice Information Authority (ICJIA) review and approval. Please contact your grant specialist if you have questions about this form.

- A) Indicate whether a competitive procurement process or sole source procurement is anticipated. All procurements must be conducted in a manner to provide, to the maximum extent practical, open and free competition. A competitive procurement process that adheres to ICJIA requirements must be followed, unless a sole source procurement is justified. Under very limited circumstances, sole source procurements may be allowed. (See the ICJIA's Financial Guide for additional procurement requirements.)

(Check one box)

☐ Competitive procurement

If a competitive procurement process is used, documentation must be maintained at your agency, which describes the processes through which your agency selected the contractor(s). Documentation must describe the method of procurement used, such as obtaining at least three bids for a small purchase or a Request for Proposals (RFP) process, the reason for choosing that method of procurement, how many proposals/responses were received, and why the particular contractor was chosen, considering price and other factors.

OR

☒ Sole source procurement

Contact your grant specialist for required documentation for sole source procurements.

- B) Attach the resume(s) of the contractor.
- C) Attach the agenda of the training that includes the topics that will be presented by the contractor, if applicable, or a description of the services that will be provided by the contractor.
- D) The below-signed authorized representative of the Implementing Agency certifies that the Implementing Agency has taken reasonable steps to assure that the hourly rate(s) charged by the contractor is/are reasonable, and consistent with rates charged by similarly qualified individuals and organizations.
- E) Attach a signed certification from the contractor, stating that the contractor will not receive payment from another source for the hours during which the services will occur, in addition to the payment the contractor will receive pursuant to the grant program. (Compensation Certification form is attached.)
- F) Attach a signed certification from the contractor stating that the hourly rate requested by the contractor to be charged to the grant program is equal to or less than, the rate that the contractor currently charges to other organizations for similar services. (Rate of Pay Certification form is attached.) Absent such certification, a compelling justification as to why the contractor should be paid at the requested rate must be attached and is subject to review and approval by ICJIA.

The below-signed authorized representative certifies to the best of his/her knowledge that the information listed above is true and correct:

David A. Meyer
Authorized Implementing Agency Representative/Signature and Title

10-13-2020
Date

COMPENSATION CERTIFICATION

MARY LOU HAMMACK (CONTRACTOR) certifies that the CONTRACTOR, its employees, and subcontractors will not receive payment for services from another source for the hours during which they perform contractual services for the WASHINGTON COUNTY (IMPLEMENTING AGENCY) for the PATHWAY TO RECOVERY PROGRAM (GRANT PROGRAM), in addition to any payment the CONTRACTOR, its employees, and subcontractors receive from the IMPLEMENTING AGENCY for performance of services for the GRANT PROGRAM.

Mary Lou Hammack
Authorized Contractor Representative

9/30/2020
Date

RATE OF PAY CERTIFICATION

MARY LOU HAMMACK (CONTRACTOR) certifies that the rate requested to be charged to the WASHINGTON COUNTY (IMPLEMENTING AGENCY) for the PATHWAY TO RECOVERY PROGRAM (GRANT PROGRAM), is equal to or less than the rate CONTRACTOR charges to other organizations and entities for similar services.

Mary Lou Hammack
Authorized Contractor Representative

9/30/2020
Date

AGREEMENT

WHEREAS, Washington County is the Implementing Agency of an Adult Redeploy Illinois Grant from the State of Illinois; and

WHEREAS, the funds from said grant are used to administer the Perry-Washington County Adult Redeploy Illinois program; and

WHEREAS, Washington County, as Implementing Agency, intends to enter into an Agreement with the below mentioned Provider for the purpose of providing services allowed by the grant; and

NOW THEREFORE, THIS AGREEMENT is between WASHINGTON COUNTY, in the State of Illinois, (hereafter "County") and PERRY COUNTY COUNSELING CENTER, INC. (hereafter "Provider").

1. **TAXPAYER CERTIFICATION.** The person signing this Agreement on behalf of Provider personally certifies that is the correct Federal Taxpayer Identification Number (FEIN) for the Provider doing business as indicated below: (please check one)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Not for Profit | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Medical Corporation |
| <input type="checkbox"/> Corporation for Profit | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation | <input type="checkbox"/> Other |
| <input type="checkbox"/> Tax Exempt/ Hospital/Extended Care Facility | |

2. **PURPOSE.** Funds being allocated by the County under this Agreement shall be used to contract for services for Washington and Perry County residents, pursuant to rules and regulations of Adult Redeploy Illinois and the Illinois Criminal Justice Information Authority.

3. **TERM.** The term of this Agreement shall be from July 1, 2020 to June 30, 2021. Costs incurred prior to the effective date hereof, after the expiration date hereof, or after earlier termination pursuant to the provisions of the contract, shall not be paid by the County.

4. **OBLIGATIONS OF PROVIDER:** The Provider agrees to provide services for participants enrolled in the Adult Redeploy Program as follows:

- A. The Provider will employ one full-time equivalent Adult Redeploy Specialist who will directly monitor all participants in the Perry-Washington County ARI program (the Pathway to Recovery Program). This ARI Specialist will work closely with the Pathway to Recovery Program team in serving individuals with substance use disorders (drug and alcohol) and co-occurring mental health issues. Services provided by this Specialist will include screening, assessment, monitoring, referral and linkage, case management, medication management and administering

"E"

drug and alcohol tests. This ARI Specialist will also be required to attend staffings and Status Review Hearings that are held one afternoon per week at the Perry County Courthouse, in Pinckneyville, Illinois. Additionally, the ARI Specialist will have to attend staffings and Status Review Hearings that are held one afternoon per week at the Washington County Judicial Center, in Nashville, Illinois. The staffings and Status Review Hearings are held on the same afternoon in each County, but the Perry County afternoon is on a different day of the week than the Washington County afternoon. The Specialist is also required to visit the participant's homes as part of his/her monitoring duties. The salary of this ARI Specialist will be \$38,116 per year, and shall be provided by the Provider, subject to reimbursement as set forth below.

The ARI Specialist will be required to travel within the two counties for work purposes very frequently. The Specialist will be required to use his/her own vehicle for this travel, but will be reimbursed for mileage at \$0.575 per mile. The maximum amount of travel reimbursement will be: \$1,150 for mileage to staffings and Status Review Hearings; \$2,070 for mileage to conduct home visits; and \$2,392 for mileage to conduct drug and alcohol testing. All mileage calculations shall begin and end at the Specialist's designated home base of employment at the Perry County Courthouse, Pinckneyville, Illinois. The Specialist shall not be reimbursed for mileage incurred between his/her residence and the aforementioned home base.

- B. The sole purpose of the ARI Specialist position is to perform the duties of the Program Officer of the Pathway to Recovery Program that exists in Perry and Washington Counties, as determined by the Program Team. The Provider shall not employ the ARI Specialist in any other capacity except as described in this Agreement herein during the term. Also, the Provider shall not assign or delegate the ARI Specialist with any duties except for those described herein, during the term.
- C. The Provider shall submit a monthly Billing/Reporting Log to the Pathway to Recovery Program Coordinator by the 5th of each month. This log shall include all monthly service activity as follows:
 - The Provider shall provide a monthly report listing the names of ARI participants served by the ARI Specialist and the number of hours for each service provided.
 - The Provider shall provide a monthly report listing the amounts of fringe benefit reimbursement as well as purpose of the allocation.
 - The Provider shall provide a monthly report listing the date, travel

purpose, travel origination and destination, and reimbursable mileage driven by the ARI Specialist, for each trip made.

- D. The Provider acknowledges receipt of and review of the terms of the Adult Redeploy Illinois grant and agrees to comply with the same as a condition of this Agreement.
- E. The Provider shall use a fund accounting system and comply with U.S. Office of Management and Budget Circular A-133 issued March 16, 1990, if applicable. The Provider shall maintain written policies and procedures regarding its fiscal activities, including but not limited to payroll, purchasing, cash management, relevant fee schedules, contracts and risk management.

5. OBLIGATIONS OF THE COUNTY:

- A. The County will reimburse the Provider for the ARI Specialist's salary, as set forth above, upon receipt of grant funds. The County shall also reimburse the Provider for mileage driven by the ARI Specialist, as set forth above, in conducting his/her duties.
- B. The County will also provide the Provider with a fringe benefit allocation totaling \$17,296.40 that the Provider can utilize to offset the following costs: \$2,916 for FICA tax; \$2,859 for workers' compensation insurance; \$191 for State and federal unemployment tax; \$1,143.48 for social security and medicare; and \$10,186.92 for employer contributions to the employee's health and medical insurance plan. All of the above figures are on a "per year" basis.
- C. The County will provide the ARI Specialist with a laptop computer, cellular telephone, and office supply items to perform his/her duties.

6. **MAXIMUM CONTRACT AMOUNT:** The maximum contract amount hereunder shall not exceed: **\$61,024** (\$38,116 salary + \$17,296.40 fringe benefit reimbursement + \$5,612 in total mileage).

7. **COUNTY BOARD APPROVAL.** All payments under this Agreement are subject to the approval of the Washington County Board. Further, both parties hereto understand and agree that no payment shall be made to the Provider until the County receives the anticipated grant funds and that payment will only be made for services that are actually rendered. In the event of a disruption of services for any reason, the liability of the County hereunder shall be prorated to the date services were no longer provided.

8. **LIABILITY/INDEMNIFICATION/INSURANCE.** The County assumes no liability for the actions of the Provider under this Agreement. The Provider agrees to assume the entire responsibility and liability for any and all damage to persons or property caused by or resulting from or arising out of any act or omission on the part of the Provider under or in connection with this Agreement or the performance or failure to perform any of the services required by this Agreement. The Provider shall hold harmless and indemnify the County from and against any and all claims, losses or expenses, including, but not limited to attorney fees, which either or both of the parties hereto may suffer, pay or incur as a result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged, or punitive, and the Provider shall, upon written demand by the County, assume and defend at the Provider's sole cost and expense, any and all such suits or defense of claims.

9. **AGREEMENT EXTENSION.** Any extension of this Agreement beyond the term provided in Section 3 above, shall be in writing.

10. **LEGAL COMPLIANCE.** The Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement.

11. **ASSIGNMENT.** The Provider may not assign this Agreement, or any of its obligations under this Agreement, to another without the prior written consent of the County. The Provider may not subcontract any Services it is obligated to provide under this Agreement without the prior written consent of the County.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

13. **REIMBURSEMENT OF FUNDS.** The funds allocated under this Agreement are restricted for use as set forth in the rules and regulations of Adult Redeploy Illinois and the Illinois Criminal Justice Information Authority. Any funds received by the Provider that are in excess of actual, allowed, reimbursable expenses shall be returned to the County within thirty (30) days of the earlier of receipt of written notice by the County or the Provider becoming aware of an overpayment.

14. **TERMINATION.** Each party hereto shall have the right to terminate this Agreement for any reason, upon thirty (30) days written notice to the other party.

If the Provider fails to perform any material act required by this Agreement or breaches any material provision of this Agreement, this Agreement shall be deemed to have been breached, at the election of the County, and the County may seek to exercise any remedy, injunctive or damages, actual or punitive, if available, allowed by this Agreement or under federal or Illinois law.

15. **AMENDMENTS.** This Agreement may be modified or amended at any time during its term by mutual consent of the parties. Any such amendment shall be in writing and signed by the parties hereto.

16. **ADDRESS/OTHER CHANGES.** The Provider will submit written notice of any change(s) of its principal office/mailing address at least 30 days in advance of the change. Written notice of changes of name, ownership, taxpayer I.D. or taxpayer certification shall be provided at least 45 days in advance of the change, and any such changes will require a new contract. For purposes of this Agreement, notices shall be mailed to the County: Attn: Judge Emge, 125 E. Elm, Nashville, IL 62263; and to the Provider: Attn: Susan Engelhardt, 1016 S. Madison, Du Quoin, IL 62832.

17. **LAW OF ILLINOIS.** This Agreement, and any subsequent amendments of this Agreement, shall be governed and construed in accordance with the laws of the State of Illinois.

18. **STATUTORY/REGULATORY COMPLIANCE.** This Agreement and the Provider's obligations hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, regulations, and administrative rules, including any and all licensure and/or professional certification provisions.

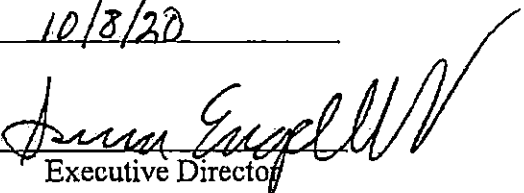
WASHINGTON COUNTY

Date: 10-13-2020

By: 
County Board Chairman

PROVIDER

Date: 10/8/20

By: 
Executive Director

ADDENDUM TO AGREEMENT

WASHINGTON COUNTY, hereafter referred to as the “Implementing Agency” and **PERRY COUNTY COUNSELING CENTER, INC.**, hereafter referred to as the “CONTRACTOR”, agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. 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 2. TRANSPARENCY ACT COMPLIANCE

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

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

CONTRACTOR'S DUNS Number: 070341888

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

CONTRACTOR'S SAM registration is valid until: 11/17/20

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR'S CAGE Code: 60PT9

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

SECTION 3. RECORD RETENTION:

CONTRACTOR 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 CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR 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, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, 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 any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

SECTION 4. CERTIFICATION:

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

SECTION 5. CRIMINAL CONVICTIONS

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

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

SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

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

SECTION 7. CONFIDENTIALITY OF INFORMATION:

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR 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 applicable federal legislation, regulations and guidelines. 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 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

SECTION 9. APPLICABLE LAW:

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; 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; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: 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); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; 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.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:

As required by the Authority, CONTRACTOR shall complete and submit the state 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.

SECTION 11. 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 state of Illinois funds, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with state of Illinois funds, and (2) the dollar amount of state of Illinois funds for the project or program.

SECTION 12. COPYRIGHTS, PATENTS:

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, 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 CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR 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.

SECTION 13. PUBLICATIONS:

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

Any such publication shall contain the following statement:

"This project was supported by grant from 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 State of Illinois, 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. Exceptions to these requirements may be granted upon prior Authority approval,

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," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, 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.

CONTRACTOR 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 data and records required by the Authority 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 CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

SECTION 15. REPORTING GRANT IRREGULARITIES

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

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

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

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

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

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

Phone: 312- 793-8550

SECTION 16. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor 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 Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency 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 Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of 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 Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency

SECTION 17. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

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

Illinois Criminal Justice Information Authority
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 18. 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 19. SEXUAL HARASSMENT POLICIES

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

SECTION 20. USE OF FUNDS

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

SECTION 21. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

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

SECTION 22. CERTIFICATION REGARDING LOBBYING:

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

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

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

CONTRACTOR warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

David A. Meyer
Authorized representative of the Implementing Agency

10-13-2020
Date

Arum Engellund E.D.
Authorized representative of the CONTRACTOR

10/8/20
Date

CONTRACTOR PAYMENT FORM – OVER THRESHOLD

(For rates \$400 per 8-hour day or more, OR over \$50.00 per hour) OR (Contracts for \$25,000 or more)

For each contractor payment, your agency/organization must submit the following documentation for PRIOR Illinois Criminal Justice Information Authority (ICJIA) review and approval. Please contact your grant specialist if you have questions about this form.

- A) Indicate whether a competitive procurement process or sole source procurement is anticipated. All procurements must be conducted in a manner to provide, to the maximum extent practical, open and free competition. A competitive procurement process that adheres to ICJIA requirements must be followed, unless a sole source procurement is justified. Under very limited circumstances, sole source procurements may be allowed. (See the ICJIA's Financial Guide for additional procurement requirements.)

(Check one box) ☐ Competitive procurement

If a competitive procurement process is used, documentation must be maintained at your agency, which describes the processes through which your agency selected the contractor(s). Documentation must describe the method of procurement used, such as obtaining at least three bids for a small purchase or a Request for Proposals (RFP) process, the reason for choosing that method of procurement, how many proposals/responses were received, and why the particular contractor was chosen, considering price and other factors.

OR

☒ Sole source procurement

Contact your grant specialist for required documentation for sole source procurements.

- B) Attach the resume(s) of the contractor(s).
- C) Attach the agenda of the training, if applicable, that includes the topics that will be presented by the contractor, or a description of the services that will be provided by the contractor.
- D) The below-signed authorized representative of the Implementing Agency certifies that the Implementing Agency has taken reasonable steps to assure that the hourly rate(s) charged by the contractor is/are reasonable, and consistent with rates charged by similarly qualified individuals and organizations.
- E) Attach a signed certification from the contractor, stating that the contractor will not receive payment from another source for the hours during which the services will occur, in addition to the payment the contractor will receive pursuant to the grant program. (Compensation Certification form is attached.)
- F) Attach a signed certification from the contractor stating that the hourly rate requested by the contractor to be charged to the grant program is equal to or less than, the rate that the contractor currently charges to other organizations for similar services. (Rate of Pay Certification form is attached.)
- G) If sole source, attach a copy of a former contract, invoice, or similar documentation showing that the contractor has been previously paid at the requested rate, for similar services.

The below-signed authorized representative certifies to the best of his/her knowledge that the information listed above is true and correct:

David G. Meyer
Authorized Implementing Agency Representative/Signature and Title

10-13-2020
Date



COMPENSATION CERTIFICATION

PERRY COUNTY COUNSELING CENTER, INC. (CONTRACTOR) certifies that the CONTRACTOR, its employees, and subcontractors will not receive payment for services from another source for the hours during which they perform contractual services for the WASHINGTON COUNTY (IMPLEMENTING AGENCY) for the PATHWAY TO RECOVERY PROGRAM (GRANT PROGRAM), in addition to any payment the CONTRACTOR, its employees, and subcontractors receive from the IMPLEMENTING AGENCY for performance of services for the GRANT PROGRAM.

Ann Engel E.D.
Authorized Contractor Representative

10/8/20
Date

RATE OF PAY CERTIFICATION

PERRY COUNTY COUNSELING CENTER, INC. (CONTRACTOR) certifies that the rate requested to be charged to the WASHINGTON COUNTY (IMPLEMENTING AGENCY) for the PATHWAY TO RECOVERY PROGRAM (GRANT PROGRAM), is equal to or less than the rate CONTRACTOR charges to other organizations and entities for similar services.

Ann Engel E.D.
Authorized Contractor Representative

10/8/20
Date

STATE OF ILLINOIS)
)
WASHINGTON COUNTY)

October 7, 2020

Your committee to who was referred the claims against the County Highway Department for the month of September 2020 would beg leave to submit the following report on the matter before them. That claims as shown on the attached sheets in the following total amount be approve for payment.

All of which is respectfully submitted.

Claims Committee

STATE'S ATTORNEY REPORT

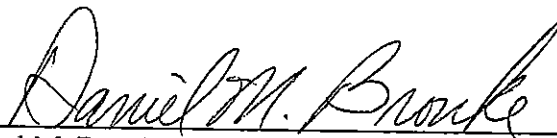
TO: Circuit Court and Washington County Board, Washington County, Illinois.

The State's Attorney of Washington County, Illinois, respectfully submits the following report of fees paid to him from September 1, 2020, September 30, 2020.

I further report that the foregoing fees were paid by me to Natalie Lynch, County Treasurer

REPORT OF FEES COLLECTED AND PAID

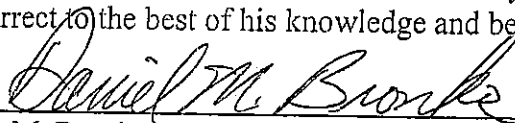
September 2020 – State's Attorney General Fund:	\$690.00
September 2020 – State's Attorney Drug Prevention Fund:	\$86.25
September 2020 – State's Attorney Automation Fund:	\$97.50
September 2020 – Forfeited Funds Received:	\$88.35



Daniel M. Bronke
Washington County State's Attorney
Judicial Center • 125 East Elm St.
Nashville, IL 62263 (618) 327-4800

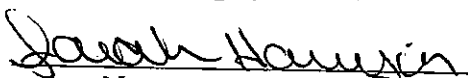
State of Illinois)
) ss.
County of Washington)

Daniel M. Bronke, Washington County State's Attorney, being first duly sworn on oath, deposes and says that the foregoing report of receipts and disbursements of the office of the State's Attorney from September 1, 2020 through September 30, 2020 is correct to the best of his knowledge and belief.



Daniel M. Bronke

Subscribed and sworn to before me
this 6 day of October, 2020.


Notary Public



116"

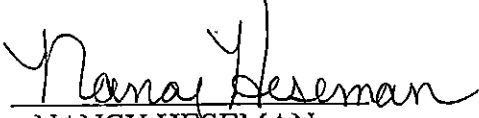
WASHINGTON COUNTY CLERK & RECORDER
REPORT OF COLLECTIONS
COLLECTION FOR THE PERIOD 09/01/2020-09/30/2020

AUGUST 2020:

Beginning Balances: \$ 2,087.34
Fees Collected: 68,339.02
Total \$ 70,426.36

DISBURSEMENTS:

Tax Redemptions	\$	30,826.50
Tax Redemptions Interest		10,800.06
Revenue Stamps		6,510.00
Larado Usage Fee		507.88
Overpayment, Misc.		58.00
Take Notice/Petition J Meyers		168.00
Total Disbursements:	\$	48,870.44
Balance:		\$21,595.99


NANCY HESEMAN
CLERK/RECORDER
WASHINGTON COUNTY

OCTOBER 1, 2020

WASHINGTON COUNTY TREASURER:

(G.I.S. ASSESSOR FUND) \$ 2,439.00

(G. I.S. RECORDER FUND) 271.00

ILLINOIS DEPT OF REVENUE:

(R.H.S.P. - \$9.00 PER 266 DOC) 2,394.00

IL DEPT. OF PUBLIC HEALTH

(\$4.00 SURCHARGE DEATH CERT) 28.00

STATE TREASURER, IL DOMESTIC VIOLENCE

(MARRIAGE LICENSE SURCHARGE) 60.00

NATALIE LYNCH, WASHINGTON COUNTY TREASURER:

(RECORDER AUTO FUND) 2,168.00

NATALIE LYNCH, WASHINGTON CO TREASURER:

(DOCUMENT STORAGE FEES) 813.00

(FEE'S COLLECTED) 11,295.58

TOTAL \$19,468.58

TOTAL DISBURSEMENT \$68,339.02

Remaining Balance Tax Redemption #130068: \$458.16

Tax Redemption #130041: \$207.91

Tax Redemption #140063: \$275.41


Tax Redemption#2014-000054: \$927.26

Tax Redemption#2014-000058: \$218.60

Total remaining balance \$2,087.34

TOTAL DISBURSEMENTS FOR THE MONTH OF SEPTEMBER 2020.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1ST DAY OF OCTOBER 2020.


NOTARY



"H"

WASHINGTON

Fund Transaction Summary Report With Counts by Account Number

Criteria: {FMXFUS01_RPT.TndrDate} >= #09/01/2020# AND {FMXFUS01_RPT.TndrDate} <= #09/30/2020#

Account Number	Fund Name	Doc Count	Fund Occurance Count	Total Fund Amount
-4	CHARGE FUND	1	1	8.00
	Subtotal for -4:			8.00
100	COPY FUND	22	22	324.00
	GENERAL FUND	315	315	7,918.00
	Subtotal for 100:			8,242.00
101	RHSP FUND	266	266	2,394.00
	Subtotal for 101:			2,394.00
102	DOCUMENT STORAGE FUND	271	271	813.00
	Subtotal for 102:			813.00
103	GIS ASSESSOR FUND	271	271	2,439.00
	Subtotal for 103:			2,439.00
104	GIS RECORDER FUND	271	271	271.00
	Subtotal for 104:			271.00
105	RECORDING AUTOMATION FUND	271	271	2,168.00
	Subtotal for 105:			2,168.00
106	\$50 TAX REDEMPTION FUND	16	16	800.00
	TAX REDEMPTION FUND	16	16	41,794.61
	Subtotal for 106:			42,594.61
107	STATE REV STAMP FUND	33	33	4,622.50
	Subtotal for 107:			4,622.50
108	COUNTY REV STAMP FUND	33	33	2,311.25
	Subtotal for 108:			2,311.25
111	DOMESTIC VIOLENCE FUND	12	12	60.00
	Subtotal for 111:			60.00
113	MARRIAGE LICENSE FUND	12	12	540.00
	Subtotal for 113:			540.00
115	LAREDO COPY FUND	4	4	691.50
	LAREDO SUBSCRIPTION FUND	1	1	296.16

WASHINGTON

Fund Transaction Summary Report With Counts by Account Number

Criteria: {FMXFUS01_RPT.TndrDate} >= #09/01/2020# AND {FMXFUS01_RPT.TndrDate} <= #09/30/2020#

Account Number	Fund Name	Doc Count	Fund Occurance Count	Total Fund Amount
	Subtotal for 115:			987.66
116	ADL BIRTH CERT COPY FUND	5	5	30.00
	FIRST BIRTH CERT COPY FUND	12	12	195.00
	Subtotal for 116:			225.00
117	ADL DEATH COPY FUND	1	1	10.00
	DEATH CERTIFICATE	4	4	28.00
	SURCHARGE FUND			
	FIRST DEATH COPY FUND	4	4	75.00
	Subtotal for 117:			113.00
118	ADL MARRIAGE COPY FUND	12	12	185.00
	FIRST MARRIAGE COPY FUND	21	21	315.00
	Subtotal for 118:			500.00
	Collected Total:			68,281.02
	Charged Total:			8.00
	Grand Total:			68,289.02

End of Report

+ 58.00 overpayment not
68,339.02 on report



2020 - 32

WHEREAS, The County of Washington, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Washington, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

S25 T1N R1W LOT 1 BLK 4 & N 1/2 ALLEY LYG. S & ADJ. & W 1/2 VAC ROY ST LYG E & ADJ. BREUER'S ADD.

PERMANENT PARCEL NUMBER: 07-04-25-201-018

As described in certificate(s): 2016-00075 sold on February 05, 2018

Commonly known as: W. IRVINGTON ST. (WILKIN RD.)

and it appearing to the that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

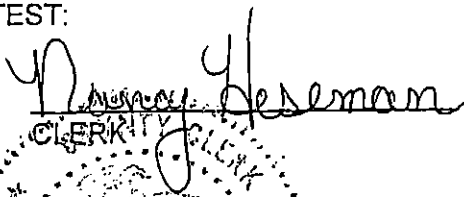
WHEREAS, Mike Reynolds, For Denise Rigney, has paid \$873.45 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the and at the same time it having been determined that the County shall receive \$466.20 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$60.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your recommends the adoption of the following resolution:

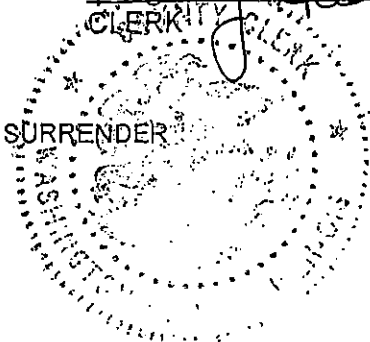
BE IT RESOLVED BY THE COUNTY BOARD OF WASHINGTON COUNTY, ILLINOIS, that the Chairman of the Board of Washington County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$466.20 to be paid to the Treasurer of Washington County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 13 day of October, 2020

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



"I"

I, LEN CAMPBELL, SHERIFF OF WASHINGTON COUNTY STATES THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE SHERIFF'S OFFICE FOR THE MONTH OF SEPTEMBER 2020.

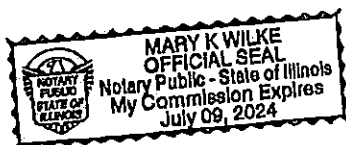
FEES EARNED	\$ 437.00
FEES COLLECTED AND PAID TO THE COUNTY TREASURER	422.00
DIETING PRISONERS	3306.02
SAL. DUE SHERIFF	4650.00
SERVICE CALLS	1092.00
BALANCE DUE SHERIFF	4650.00

CRIMINAL ARRESTS12
TRAFFIC ARRESTS.....23
WARNINGS.....18


SHERIFF LEN CAMPBELL

I, Mary Wilke ATTEST THAT THE ABOVE SIGNATURE IS THAT
OF LEN CAMPBELL, SHERIFF OF WASHINGTON COUNTY AND WAS SIGNED IN MY
PRESENCE THIS 9th DAY OF October.


NOTARY



"J"



WASHINGTON COUNTY
EMERGENCY AMBULANCE AND RESCUE SERVICE

160 N. WEST COURT STREET NASHVILLE, ILLINOIS 62263

Phone: (618) 327-3075

Fax: (618) 327-7281

Monthly Report for September 2020

Receipts/Billing

September Service Fees	\$ 102,134.52
September Income	\$ 64,106.60

Total Expenses

September Bills 2020	\$ 27,770.95
----------------------	--------------

(\$ 9,600.00 Annual Vendor Contracts)

September Salaries	\$ 73,477.00
--------------------	--------------

(OT due to COVID Time off, Deployment, and open Full-time Position)

Total Calls for FY 2020

December 2019:	160
January 2020:	139
February 2020:	121
March 2020:	105
April 2020:	104
May 2020:	134
June 2020:	133
July 2020:	124
August 2020:	156
September 2020:	153
October 2020:	
November 2020:	

2020 Totals: 1329

"K"

COUNTY OF WASHINGTON, ILLINOIS

ORDINANCE NO. 2020- 15

AN ORDINANCE AMENDING THE
REVISED CODE OF ORDINANCES
OF THE
COUNTY OF WASHINGTON, ILLINOIS

ADOPTED BY THE
COUNTY BOARD
OF THE
COUNTY OF WASHINGTON, ILLINOIS

THIS 13TH DAY OF Oct, 2020

"L"

ORDINANCE NO. 2020- 15

**AN ORDINANCE AMENDING THE AMBULANCE SERVICE FEES AND
RATES TO BE CHARGED**

WHEREAS, the Washington County Board has previously passed an ordinance concerning the Washington County Ambulance Service, which is codified at Section 30-2-1 of the Revised Code of Ordinances of Washington County; and

WHEREAS, the Washington County Board now wishes to amend said Ordinance by revising the Ambulance Service fees and rates to be charged.

NOW THEREFORE, BE IT ORDAINED by the County Board for the County of Washington, Illinois, that:

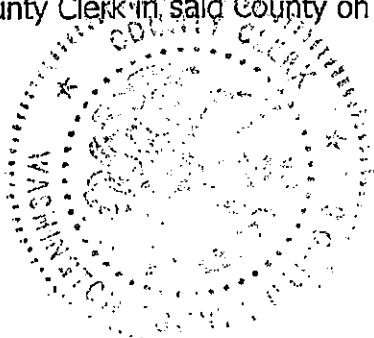
Section I. Amendment. The attached Exhibit B shall amend and replace the current Exhibit B to Section 30-2-1 of "**The Revised Code of Ordinances**" of County of Washington, Illinois."

Section II. Severability of Provisions. Each section, paragraph, sentence, clause and provision of this Ordinance is severable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Ordinance, nor any part thereof, other than that part affected by such decision.

Section III. Conflicting Ordinances. Any conflicting ordinances, code provisions or pertinent portions thereof in effect at the time this ordinance takes effect are hereby repealed.

Section IV. Effective. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed this 13th day of October, 2020, by the County Board of the County of Washington, Illinois, and deposited and filed in the office of the County Clerk in said County on that date.



Nancy Heleman
NANCY HESEMAN, COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

NAME	AYE	NAY	ABSTAIN	ABSENT	CONFLICT OF INTEREST
Suedmeyer	Y				
Loos	Y				
Unverferth				X	
Barczewski	Y				
Bening	X				
Brammiller	X				
Hohlt	X				
Ibendahl	X				
Klingenberg	Y				
Lamczyk	X				
Muentzer	X				
Shemonie	X				
Shubert	X				
Small	X				
Meyer	X				

Signed by the Chairman of the County Board of Washington County, Illinois, this 13th day of October, 2020.

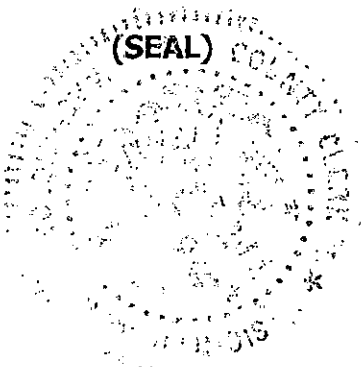
David G. Meyer

DAVID MEYER, CHAIRMAN
WASHINGTON COUNTY, ILLINOIS

ATTEST:

Nancy Heseman

NANCY HESEMAN, COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS



COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF WASHINGTON)

ss. COUNTY CLERK'S OFFICE

I, Nancy Heseman, County Clerk of the County of Washington, do hereby certify that the following Ordinance of the County of Washington, Illinois, published by authority of the County Board was duly passed by the County Board of the County of Washington, Illinois, signed by the Chairman, and published in pamphlet form according to law on this date, and that this ordinance is a true and perfect copy of the ordinance, as passed, approved, and now of record and on file in my office as provided by law.

In witness whereof, I have set and affixed the Corporate Seal of the County of Washington, Illinois, this 13th day of October, 2020.



NANCY HESEMAN, COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS



EXHIBIT B

ALS 2 County	\$ 875.00
ALS 2 Non-County	\$ 1,125.00
Air TNT County	\$ 635.00
Air TNT Non-County	\$ 888.00
ALS 1 E County	\$ 755.00
ALS 1 E Non-County	\$ 904.00
ALS 1 Non E County	\$ 649.00
ALS 1 Non E Non-County	\$ 763.00
BLS E County	\$ 630.00
BLS E Non-County	\$ 806.00
BLS Non E County	\$ 552.00
BLS Non E Non-County	\$ 681.00
DOA Transport	\$ 448.00
Friendship Manor Mileage	\$ 7.62
Friendship Manor	\$ 448.00
Medical Examiner Mileage	\$ 1.00
Medical Examiner	\$ 150.00
Mileage	\$ 15.00
Patient Mileage	\$ 15.00
QRV	\$ 150.00
QRV Mileage	\$ 1.00
Speciality Care County	\$ 1,000.00
Speciality Care Non-County	\$ 1,251.00
Treatment, No Transport	\$ 50.00

CASH BALANCES AS OF SEPTEMBER 30, 2020

Account Number	Description	Beg Balance	Receipts	Disbursements	End Balance
	GENERAL FUND CHECKING	211,757.37	224,478.74	310,972.96	125,263.15
	TOTAL FUNDS:GENERAL FUND	211,757.37	224,478.74	310,972.96	125,263.15
	GENERAL FUND INVESTMENTS	80,321.91	626.79	0.00	80,948.70
	VETERANS ASSISTANCE BALANCE	16,557.26	0.00	0.00	16,557.26
	DRUG ENF TASK FORCE BALANCE	391.33	0.00	0.00	391.33
	HEALTH DEPARTMENT BALANCE	710,861.39	7,542.64	23,804.91	694,599.12
	WASH CO. EMERG SERVICE BALAN	88,711.22	63,362.60	89,669.94	62,403.88
	IMRF & SOCIAL SECURITY BALAN	1,741,328.71	59,943.71	61,675.43	1,739,596.99
	RECORDER'S AUTOMATION BALANC	51,522.47	1,845.76	0.00	53,368.23
	COUNTY COURT FUND BALANCE	128,679.46	3,064.95	1,504.20	130,240.21
	AUTOMATION BALANCE	118,852.09	2,043.24	0.00	120,895.33
	LAW LIBRARY BALANCE	470.72	870.03	0.00	1,340.75
	CHILD SUPPORT BALANCE	128,194.78	5.58	0.00	128,200.36
	PROBATION BALANCE	32,311.73	1,892.22	0.00	34,203.95
	L. DUECKER BALANCE	3,237.12	0.28	0.00	3,237.40
	DUI EQUIPMENT BALANCE	5,733.84	50.33	0.00	5,784.17
	EMINENT DOMAIN BALANCE	0.00	0.00	0.00	0.00
	SHERIFF'S DRUG BALANCE	14,819.87	626.34	154.00	15,292.21
	TAX SALE AUTOMATION BALANCE	33,274.52	5.65	2,472.90	30,807.27
	INDEMNITY BALANCE	92,080.76	15.65	0.00	92,096.41
	INHERITANCE BALANCE	0.00	0.00	0.00	0.00
	UNKNOWN HEIRS BALANCE	0.00	0.00	0.00	0.00
	COUNTY HIGHWAY BALANCE	2,079,133.49	61,602.81	199,703.84	1,941,032.46
	COUNTY BRIDGE BALANCE	1,020,568.43	122.80	4,239.00	1,016,452.23
	MATCHING FUNDS BALANCE	846,319.58	122.80	12,028.66	834,413.72
	COUNTY MOTOR FUEL TAX BALANC	1,556,379.29	48,199.92	14,887.23	1,589,691.98
	ROAD DIST MOTOR FUEL BALANCE	2,792,387.80	112,953.54	306,531.13	2,598,810.21
	TOWNSHIP BRIDGE BALANCE	202,640.86	45,388.60	0.00	248,029.46
	WASH. COUNTY TORT LIABILITY	714,522.50	0.00	0.00	714,522.50
	SOLID WASTE PROGRAM	5,169.29	0.00	0.00	5,169.29
	STATES ATTORNEY DRUG PREVENT	366.97	401.08	0.00	768.05
	SECURITY FEES FUND	30,131.78	4,219.96	0.00	34,351.74
	SALE IN ERROR FUND	108,576.40	32.29	0.00	108,608.69
	DOCUMENT STORAGE FUND	264,891.17	1,969.88	0.00	266,861.05
	RECORDERS SPECIAL FUND	18,487.98	230.00	4.00	18,713.98
	G.I.S. MAPPING FUND	173,609.73	3,680.30	0.00	177,290.03
	CLERK OPERATIONS ADD-ONS	40,280.72	567.30	165.97	40,682.05
	POLICE VEHICLE FUND	6,037.07	0.24	0.00	6,037.31
	WASH CO PET POPULATION	20,697.52	90.00	0.00	20,787.52
	CONTROL FUND				
	PRARIE STATE REVENUE FUND	5,601,371.29	0.00	0.00	5,601,371.29
	DOG AND CAT WELFARE FUND	13,548.57	100.00	150.00	13,498.57
	CORONERS FUND	6,716.59	300.00	0.00	7,016.59
	GENERAL OBLIGATIONS BONDS 2010	0.00	0.00	0.00	0.00
	ELECTRONIC CITATION FUND	6,325.57	38.24	0.00	6,363.81
	DEBT SERVICE FUND	128,626.50	38.23	0.00	128,664.73
	STATE'S ATTORNEY AUTOMATION	16,966.20	87.50	0.00	17,053.70
	CO CLERK DOCUMENT STORAGE	27,582.00	690.00	0.00	28,272.00

11/17/20

WASHINGTON COUNTY BUDGETARY STATUS

1 of 88

WASHINGTON COUNTY

Period Ending Date: September 30, 2020

[illegible]

NATALIE LYNCH
OFFICE OF THE COUNTY TREASURER
WASHINGTON COUNTY
101 E. ST. LOUIS ST.
NASHVILLE, ILLINOIS 62263
PHONE: (618)327-4800 EXT 152
FAX: (618)327-8749
OFFICE HOURS: 8:00am – 4:00pm

TREASURER'S NOTES

- ❖ I have hired two part-time seasonal employees to assist with the collection of Real Estate tax payments. They are Elizabeth Welte and Barbara Brinkmann.
- ❖ We will be making a first distribution of tax money on October 14, 2020. The amount to be distributed is \$3,585,337.70. This amount is 10+% distribution to the taxing districts.
- ❖ I am happy to report we have our payment drop box; it is located on the south side of this building by the East lamp post. Taxpayers have been utilizing this option. We have received several payments a day in the drop box. The drop box was paid for by my office using Tax Sale Automation funds. (These are collected as a fee on each parcel at the annual tax sale.)
- ❖ October 19, 2020 Joseph E Meyers will be posting signs on surplus property that will be offered for sale. Bid packets and catalogs will be available in the County Treasurer's office soon. We will collect bids and turn them over to Joseph E. Meyers after the close of business on December 11, 2020. No elected official, county employee nor their families can legally bid on parcels.

FILED

OCT 14 2020

Nancy Heaman
COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

RESOLUTION

A RESOLUTION MAKING THE ANNUAL APPROPRIATION FOR EXPENDITURES TO BE MADE FOR THE FISCAL YEAR BEGINNING THE FIRST DAY OF DECEMBER, 2020, AND ENDING THE 30TH DAY OF NOVEMBER, 2021, FROM THE COMMUNITY MENTAL HEALTH FUND, A SPECIAL FUND OF THE COUNTY OF WASHINGTON IN THE STATE OF ILLINOIS.

BE IT RESOLVED BY THE COUNTY BOARD of the County of Washington in the State of Illinois:

That there be and is hereby appropriated from the Community Mental Health fund, a Special Fund of the County of Washington raised by taxation for the fiscal year beginning the first day of December, 2020, and ending the 30th day of November, 2021, for the uses and purposes as herein set forth for said period, the sum of One Hundred Fourteen Thousand Five Hundred Thirteen Dollars (\$114,513.00), which said appropriation is hereby made in conformity with the laws of the State of Illinois.

Funds may be used to support any of the below listed programs with projected amounts indicated.

Item No.	Purposes	Amount
1.)	Support for Developmental Training Program.	78,922
2.)	Support for Community Integrated Living Arrangement.	11,793
3.)	Support for Birth To Three Intervention Program	22,548
4.)	Support for the ComWell Okawville MH Counseling Office	750
5.)	Support for Heartlinks Grief Center	500
	Total	114,513

"P"

Appropriated and submitted by the Community Mental Health Board,
this 8th day of October, 2020.

Don Brown
Robert A. Smalls
Kim Meyer

Keith Curran
Pat Rolf

MEMBERS OF THE COMMUNITY
MENTAL HEALTH BOARD

ANNUAL BUDGET OF THE COMMUNITY MENTAL HEALTH BOARD
COUNTY OF WASHINGTON, STATE OF ILLINOIS

We, the Community Mental Health Board of Washington County, Illinois, to whom was referred the matter of preparing the Annual Budget for Community Mental Health Services for said County for the purpose of meeting and defraying the necessary expenses and liabilities thereof, for the fiscal year beginning the first day of December, 2020, and ending the 30th day of November, 2021, respectfully report that we have prepared a budget to cover said period in the manner as required by Statute, and the same has been approved by said Board. A copy of said budget is attached hereto.

We certify that said proposed budget was prepared and made conveniently available for public inspection at the office of the County Clerk, for a period of more than thirty days prior to the 1st day of December, 2020, and was published in the Nashville News , a weekly secular newspaper published in Nashville, Washington County, Illinois, on October, 14, 2020.

We, therefore, respectfully submit that proposed budget to the County Board of said County, for their approval and adoption and recommend that the same be adopted by an Aye and Nay vote of said Board, as the Annual Budget for the purposes aforesaid, for the fiscal year beginning December 1, 2020, and ending November 30, 2021.

FILED

OCT 14 2020

Nancy Heesman
COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

Don Boyle
Robert Maurer
K. Meyer

Keith Cannon
Pat Rely

Members Of The Community Mental

Health Board

APPROVED by the County Board this 13 day of October,
2020, by an Aye and Nay vote, and said day being on the day of the
regular County, Board, meeting of the County Board of said
County.

ATTEST:

Nancy Heesman
Clerk of the County Board

and County Clerk



FILED

OCT 14 2020

Nancy Heesman
COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

COMMUNITY MENTAL HEALTH
COMMUNITY MENTAL HEALTH BUDGET

Community Mental Health Budget approved by the Community Mental Health Board on October 8, 2020.

For the support of any of the programs of listed below. Programs 1, 2, and 3 are programs of Washington County Vocational Workshop. Projected support levels listed below.

Item No.	Purposes	Amount
1.)	Support for Developmental Training Program.	78,922
2.)	Support for Community Integrated Living Arrangement.	11,793
3.)	Support for Birth To Three Intervention Program	22,548
4.)	Support for ComWell Okawville MH counseling Office	750
5.)	Support for Heartlinks Grief Center	500
	Total	114,513

COMMUNITY MENTAL HEALTH FUND
TAX LEVY

A RESOLUTION LEVYING TAXES FOR THE FISCAL YEAR
BEGINNING THE FIRST DAY OF DECEMBER, 2020, AND ENDING
THE 30TH DAY OF NOVEMBER, 2021, FOR THE USES AND
PURPOSES HEREINAFTER SET FORTH FOR THE COUNTY OF
WASHINGTON IN THE STATE OF ILLINOIS.

WHEREAS, the County Board of the County of Washington in the State
of Illinois did on the 13 day of October, 2020, being the day of
the regular County, Board, meeting, approve and adopt an
Annual Budget and Appropriation Ordinance, for Community Mental Health
services for said County for the fiscal year beginning December 1, 2020, and
ending November 30, 2021, and

WHEREAS, the question of levying an additional and excess tax for
Community Mental Health Service was submitted to a referendum vote on
November 2, 1976, at which election a majority of the electors approved the
said additional tax levy.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the
County of Washington and State of Illinois:

Section 1: That there be and is hereby levied, to be collected by General
Taxation upon all real, personal and mixed property of the County of
Washington in the State of Illinois, subject to taxation as the same is assessed
and equalized for taxation, for State and County purposes, for the fiscal year
beginning December 1, 2020, and ending November 30, 2021, for the purpose
of defraying current expenses of One Hundred Fourteen Thousand Five
Hundred Thirteen Dollars(\$114,513) or such maximum as is authorized under
this levy, which said levy shall be and is hereby made in conformity with the
laws of the State of Illinois, in such case made and provided, and is levied for
the following purposes for which appropriations have heretofore been made.
These purposes being for the support of any below listed programs with
projected amounts as shown.

FILED

OCT 14 2020

Nancy Helgeson
COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

"O"

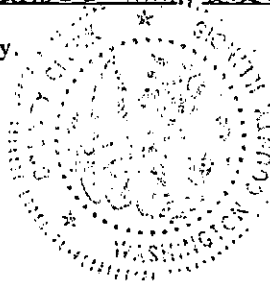
Appropriation Purposes:

Item No.	Purposes	Amount
1.)	Support for Developmental Training Program.	78,922
2.)	Support for Community Integrated Living Arrangement.	11,793
3.)	Support for Birth To Three Intervention Program	22,548
4.)	Support for ComWell Okawville MH Counseling Office	750
5.)	Support for Heartlinks Grief Center	500
	Total	114,513

SECTION II: That the County Clerk of said Washington County in the State of Illinois, on the passage and adoption of this Tax Levy by the County Board of said County shall record the same in the office of the County Clerk of Washington County, Illinois.

APPROVED AND ADOPTED by the county Board of the County of Washington, State of Illinois, by an Aye and Nay vote after adoption of the appropriation ordinance, on the 13 day of October, 2020, at the meeting of the County Board of said County.

ATTEST: Nancy Heesman
Clerk of the County Board and
County Clerk



Suedmeyer moved that the Tax Levy be approved and adopted. Motion seconded by Lamczyk.

Aye and Nay vote taken.

RESULTS:

14 Aye votes.
0 Nay votes.

FILED

OCT 14 2020

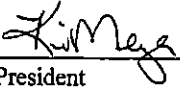
Nancy Heesman
COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

COMMUNITY MENTAL HEALTH BOARD
WASHINGTON COUNTY, ILLINOIS

CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION ACT

I, the undersigned, President of the Community Mental Health Board, Washington County, Illinois, hereby certify that I am the presiding officer of said Community Mental Health Board, and as such presiding officer, I hereby certify that the tax levy ordinance, a copy of which is attached hereto, was adopted pursuant to and in all respects in compliance with the provisions of Sections 4 through 7 of "The Truth In Taxation Act."

Dated this 8th day of October, 2020.



President

FILED
OCT 14 2020
Nancy Husman
COUNTY CLERK
WASHINGTON COUNTY, ILLINOIS

**EMPLOYMENT AGREEMENT FOR WASHINGTON COUNTY ZONING
ADMINISTRATOR/EMA COORDINATOR/ SAFETY OFFICER/
CIVIL RIGHTS COORDINATOR/ ETHICS OFFICER**

This Agreement is made and entered into by and between MATTHEW BIERMAN (hereinafter referred to as "BIERMAN") and WASHINGTON COUNTY, ILLINOIS, (hereinafter referred to as the "COUNTY"). For and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **POSITION:** The COUNTY agrees to hire BIERMAN and BIERMAN agrees to serve as the Washington County Zoning Administrator, the Washington County EMA Coordinator, the Washington County Safety Officer, the Washington County Civil Rights Coordinator and the Washington County Ethics Officer (hereinafter referred to collectively as the "POSITION").

2. **DUTIES:** The parties agree and understand that the POSITION shall be a full-time, salaried, non-union position and that the POSITION's responsibilities shall include but not be limited to the following:

ZONING ADMINISTRATOR:

- Issuing Valid Building Permits (Certificates of Compliance)
- Accepting and Processing Applications for Zoning Map Amendments, Zoning Text Amendments, Variances, Special Use Permits and Appeals (including publishing public hearing notices, notifying adjoining landowners, notifying applicants, preparing and holding the public hearing and passing the zoning board of appeals recommendations on to the County board)
- Daily Operations of the Zoning Office (including maintaining Zoning files)
- Issuing Notices of Violations of the Zoning Ordinance
- Visiting Building Sites and/or Prospective Building Sites
- Updating the Zoning Ordinance and Zoning Maps
- Submitting Reports to Washington County Zoning Board of Appeals

EMA COORDINATOR:

- Maintaining Accreditation with the State of Illinois (including updating the EOP, holding valid exercises, continuing to train according to State requirements, maintaining NIMS compliance)
- Completing and Submitting Quarterly Reports to IEMA
- Grant Writing and Related Fund Acquisition
- Making Presentations to Outside Groups about Items of Safety Related to Weather, Earthquake, Fire, Hazardous Materials, etc.
- Being the Conduit to the Illinois Emergency Management Agency when State Resources may be Needed
- Responding to Emergency Incidents and Helping Emergency Services as Needed

- Maintaining EMA Emergency Equipment and Corresponding Records
- Testing and Maintaining Emergency Alert Systems (sirens)
- Testing and Maintaining Fire Extinguishers throughout Washington County Buildings
- Establishing Emergency Plans and Protocols for each Washington County Office and Meeting with each Respective Office to Implement Same

SAFETY OFFICER:

- Scheduling and Running of the Washington County Joint Safety Committee's Regular Meetings
- Monitoring Safety Related Incidents Regarding County Employees and Being Aware of any Safety Related Trends or Habits
- Issuing ID's to County Employees
- Posting OSHA Required Yearly Notices
- Update Training to be Able to Perform Job Better
- Monitoring County Property and Potential Safety Hazards
- Maintaining Safety Files
- Ordering and Providing Safety Items to County Employees

CIVIL RIGHTS COORDINATOR:

- Coordinating and Monitoring the County's Compliance with State and Federal Laws, Regulations, and Guidelines that Prohibit Discrimination on the Basis of Sex, Race, Creed, Religion, Color, National Origin, Veteran or Military Status, Sexual Orientation, Gender Expression or Identity, Disability, and the Use of a Trained Dog Guide or Service Animal by a Person with a Disability
- Overseeing Prevention Efforts to Avoid Civil Rights Violations from Occurring
- Implementing the County's Discrimination Complaint Procedures
- Investigating Complaints Alleging Discrimination Based for the Listed Protected Classes

ETHICS OFFICER:

- Developing and Disseminating Ethics Statements, Policies and Supporting Forms/Acknowledgements
- Providing an Internal Review of Other Policies to Ensure Consistency and Integration with the County's Ethics Philosophies and Integrating the Ethics Message Throughout the County Departments
- Overseeing the Development and Implementation of Ethics and Conflict-of-Interest Training and Conducting Ethical Decision-Making Training for Employees on Ethics Issues and Avoiding Conflicts of Interest
- Promptly Conducting Investigations Pursuant to Complaints and Allegations of Ethical Wrongdoing or Conflicts of Interest and Preparing Written Investigative Reports as Necessary

- In Conjunction with Legal Counsel, Conducting Annual Governance Audits to Determine the State of the County and Presenting Findings to Superiors, Audits will Include Risk Minimization with Respect to Issues that Lend Themselves to Identity Theft and the Mission of Minimization of Employee Data Required to be Maintained by the County
- Developing and Maintaining Confidential Procedures for the Handling and Processing of Complaints and Allegations and Providing Processes for the Confidential Hearing of Employee Issues Related to the Ethics or Conflicts
- Maintaining an Up-to-Date Knowledge and Understanding of Governance Requirements, Compliance and Reporting Responsibilities, and Related Legal Benchmarks from Federal and State Law

OFFICE MANAGEMENT:

- Payroll
- Payment of Operating Expenses
- Office Efficiency
- Submission of Monthly Reports to the Environmental, EMA and Zoning Committee of the Washington County Board
- Holding Regular Hours on Monday through Friday from 8:00 am until 4:00 pm

PERSONNEL:

- Writing and Enforcing Policy and Procedures in Accordance with Current Laws, Statutes and Regulations, Whether Local, State or Federal, as Needed
- Maintaining Employee/ Personnel Records

EQUIPMENT:

- Inspecting and Overseeing the Maintenance of All Zoning, Safety and EMA Department Equipment and Vehicles
- Maintaining Records of all Equipment and Vehicles referred to above
- Monitoring Equipment Service Updates and Certifications
- Scheduling Vehicle Maintenance and Inspections
- Scheduling Equipment Maintenance and Inspections
- Signing of Various Equipment and Service Contracts

GENERAL:

- Acquiring an Understanding of the POSITION and Continually Striving for Improvement in Quality and Efficiency to Better Serve the Citizens of Washington County
- Maintaining Ongoing Operational Readiness of Departments served by the POSITION

- Monthly Reports to Environmental, EMA and Zoning Committee (including bills payable, zoning case status, payroll)
- Preparation and Submission of Monthly Reports to County Board
- Procure Various Funding Through Grants, or Other Sources of Available Revenue

OTHER:

- Service on Washington County Safety Committee
- Service on Washington County 911 Board, if appointed
- Attendance at Scheduled Meetings of the Washington County Environmental, EMA and Zoning Committee
- Attend Monthly Meetings of the Washington County Board as necessary
- Additional Duties Required by Law
- All Actions Necessary to Effectuate the POSITION

It is specifically understood and acknowledged that many duties are time sensitive and that deadlines must be honored. Any failure to perform duties in a timely manner may, at the option of the COUNTY, be considered just cause or inability to fulfill the duties of the POSITION for the purposes of Paragraph 4 herein.

3. COMPENSATION: The salary for the POSITION shall be \$52,773.00 for the term of employment, which shall be from the 1st day of December, 2020, to the 30th day of November, 2021, unless otherwise terminated earlier as provided herein, in which case all benefits shall be pro-rated to the final date of employment.

The following days will be paid holidays for BIERMAN, and BIERMAN shall receive one (1) regular day's pay for each holiday:

New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day.

Additionally, BIERMAN shall receive one (1) personal day per year, credited on January 1st of each year of employment in the POSITION. BIERMAN shall be allowed to carry no more than two (2) personal days (14 hours) forward from year to year, for a total accumulation of three (3) personal days. As of the date of this Agreement, both parties hereto acknowledge that BIERMAN has accrued and shall be entitled to keep zero (0) day (specifically 0 hours) of personal days.

BIERMAN has been and will continue to be credited with ten (10) working sick days (7 hours each) on January 1st of each year of his employment in the POSITION. BIERMAN shall be allowed to carry no more than two hundred forty (240) unused sick leave days (1,680 hours) forward from year to year. BIERMAN shall be paid 1/260 of his salary for each unused sick leave day in excess of two hundred forty (240) days that remain on December 31, 2021. This payment will be made on a payroll check in January

2022. As of the date of this Agreement, both parties hereto acknowledge that BIERMAN has accrued and shall be entitled to keep 132.29 days (specifically 926.0 hours) of sick leave days. Both parties also acknowledge that no payment will be made to BIERMAN for sick time remaining at the termination of his employment with the COUNTY, but that any unused sick days not in excess of two hundred forty (240) days will be reported to IMRF for credit purposes.

BIERMAN has been employed with the COUNTY for twenty-five (25) years, and shall accordingly be credited with twenty (20) additional vacation days (140 hours) on January 1, 2021. The parties hereto acknowledge that, as of the date of this Agreement, BIERMAN has accrued and shall be entitled to keep 30.0 unused vacation days (specifically 210 hours), except that BIERMAN shall be allowed to carry no more than ten (10) unused vacation days (70 hours) forward from year to year. BIERMAN shall be paid 1/260 of his salary for each allowed unused vacation day that remains at the termination of his employment with the COUNTY. BIERMAN shall not be permitted to use in excess of ten (10) vacation days in any given thirty (30) day period without prior approval by the Environmental, EMA and Zoning Committee. The Environmental, EMA and Zoning Committee is under no duty to approve a request for more than ten (10) vacation days in any thirty (30) day period as availability and service to the Citizens of Washington County is of utmost priority.

Additionally, BIERMAN shall be entitled to Illinois Municipal Retirement Fund benefits and Health Insurance benefits consistent with those offered to other Washington County employees during the term of this Agreement. Health insurance coverage has previously been provided and shall continue during the term of BIERMAN's employment hereunder.

4. TERMINATION: The requirement of a six (6) month probationary period has previously been satisfied. Therefore, BIERMAN may be terminated at any time by the COUNTY only for just cause or for dereliction of duty during the term of this Agreement. The COUNTY in its sole discretion may elect to not renew this Agreement at its expiration for any cause or for no cause.

BIERMAN and the COUNTY agree that the Zoning Administrator, EMA Coordinator, Safety Officer, Civil Rights Coordinator and Ethics Officer positions shall, for the term of this Agreement, be filled by one (1) individual. In the event BIERMAN is unable to fulfill the duties of any one (1) or more of these positions, the County shall be allowed to terminate this Agreement and shall not be required to continue to employ BIERMAN for any of the positions. These positions are not otherwise mutually inclusive and are being addressed collectively in this Agreement for convenience only.

BIERMAN may, at BIERMAN's option, voluntarily terminate his employment with the COUNTY at any time upon reasonable notice given to the Washington County Environmental, EMA and Zoning Committee. However, under no circumstances shall BIERMAN give less than ninety (90) days' notice to said Committee.

In the event of termination of this Agreement prior to its expiration, all benefits to be paid to BIERMAN shall be pro-rated to the last date of his Employment in the Position, except that all days credited to BIERMAN prior to termination of this Agreement shall be credited in full. Notwithstanding the foregoing, under no circumstance shall the COUNTY pay BIERMAN for more than three (3) personal days (21 hours), or thirty (30) vacation days (210 hours).

5. ADDITIONAL PERMITTED WORK: BIERMAN shall be allowed to work for other agencies or County departments, provided that doing so does not conflict with or interfere with the duties of the POSITION. Any additional time worked for the County outside the requirements of this contract and outside the hours of 8:00 a.m. to 4:00 p.m. shall be paid at the part-time rate for the department for which the work was performed.

6. IRREGULAR HOURS: BIERMAN shall occasionally work hours between 4:00 p.m. and 8:00 a.m. as circumstances require. For any hours worked between the hours of 4:00 p.m. and 8:00 a.m., other than attendance at any County Board Meeting or County Board Environmental, EMA & Zoning Committee Meeting, BIERMAN shall receive comp time equivalent to the amount of time so worked. BIERMAN shall not receive comp time for attendance at any County Board Meeting or County Board Environmental, EMA & Zoning Committee Meeting. As Zoning Administrator, regular office hours shall be from 8:00 a.m. to 12:00 p.m. each Tuesday and from 8:00 a.m. to 4:00 p.m. each Thursday.

7. REPORTS TO COMMITTEE: BIERMAN shall report all vacation days, sick days, personal days and comp time used or earned by him to the Environmental, EMA and Zoning Committee of the Washington County Board before the regularly scheduled committee meeting each month in the form of a spreadsheet. Failure or refusal to accurately report may result in the loss of vacation, sick, personal or comp time, or termination of this Agreement for cause.

Monthly reports to the Committee shall also include a summary of pending and anticipated zoning cases; information on upcoming zoning hearings and decisions from recently held hearings; maintenance records and reports for all equipment; status and timelines for grants and grant applications; and any other necessary, helpful or requested information.

8. CERTIFICATIONS: While employed in the POSITION, BIERMAN shall maintain a valid Illinois Driver's License, and shall maintain all certifications and licenses required by local, state or federal law or regulation in connection with the POSITION.

The COUNTY agrees to reimburse BIERMAN for any reasonable expenses related to the completion of continuing education required to maintain any required license or certification, provided that BIERMAN had received prior approval for any

such commitments from the Environmental, EMA and Zoning Committee prior to expending any funds for which he expects reimbursement.

The COUNTY also agrees to reimburse BIERMAN for reasonable expenses related to training and meetings related to the POSITION, provided that BIERMAN had received prior approval for such commitments from the Environmental, EMA and Zoning Committee prior to expending any funds for which he expects reimbursement.

Any reimbursement requested shall be submitted in accordance with the procedures set forth in the applicable Washington County Ordinance.

9. MOBILE TELEPHONE: The COUNTY shall provide to BIERMAN the sum of fifty dollars (\$50.00) per month as reimbursement for mobile telephone service charges. Additionally, the COUNTY shall reimburse BIERMAN the sum of twenty dollars (\$20.00) for a mobile hotspot that is provided by BIERMAN for COUNTY use as long as said hotspot remains in use by the COUNTY.

10. MILEAGE: BIERMAN shall be reimbursed for actual mileage traveled in the execution of the duties of the POSITION, except that mileage shall not be paid for travel from BIERMAN's residence to the Washington County Courthouse or Judicial Building. Reimbursement shall be made at the current rate approved by the COUNTY for all Washington County Employees.


11. RESIDENCY: Throughout the duration of his employment in the POSITION, BIERMAN shall remain a resident of Washington County.

12. COMPLIANCE: BIERMAN agrees to abide by and enforce all policies (as amended from time to time) enacted by the County, whether enacted pursuant to Federal, State or Local law, Resolution, or Ordinance. Examples of such policies would be the county employee handbook, safety policies, gift ban policy and prohibitions against drug, tobacco and alcohol use.

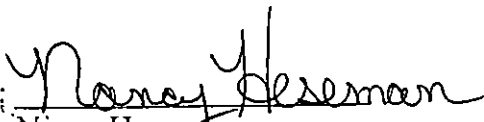
Dated this 13 day of October, 2020.


Washington County

By:


David Meyer, Chairman
Washington County Board

Attest:


Nancy Heseman,
Washington County Clerk


Matthew Bierman

EMPLOYMENT AGREEMENT FOR WASHINGTON COUNTY
AMBULANCE SERVICE ADMINISTRATOR

This Agreement is made and entered into by and between JOHN FELCHLIA (hereinafter referred to as "Felchlia") and WASHINGTON COUNTY, ILLINOIS, (hereinafter referred to as the "County"). For and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **POSITION:** The County agrees to hire Felchlia and Felchlia agrees to serve as the Administrator of the Washington County Ambulance Service (hereinafter referred to as the "Position").

2. **DUTIES:** The parties agree and understand that the Position shall be a full-time, salaried, non-union position and that the Position's responsibilities shall include but not be limited to the following:

OFFICE MANAGEMENT:

- Billing (including billing and collections for calls prior to 2016, billing for standby events, re-processing rejected claims for billing, gathering information for claims, coordinating insurance for claims (if needed), quality assurance for all ambulance trips before submitting to billing, and any other necessary actions)
- Insurance Claims
- Payroll
- Collections and Small Claims
- Payment of Operating Expenses
- Office Efficiency
- Submission of Monthly Reports to the Ambulance Committee of the Washington County Board
- Holding Regular Office Hours on Monday through Friday from 8:00 am until 4:00 pm

PERSONNEL:

- Scheduling of Shifts
- Hiring Part-time Personnel
- Recruiting Employees
- Posting Personnel Vacancies
- Interviewing Potential Hires
- Submit Recommendations for Full-time Hires to the Ambulance Committee of the Washington County Board
- Employee Relations, Ethics and Discipline
- Verifying the Credentials, Training and Certification of all Ambulance Service Personnel
- Coordinating and Overseeing all In-house Training Programs

"S"

- Writing and Enforcing Policy and Procedures in Accordance with Current Laws, Statutes and Regulations, whether Local, State or Federal
- Maintaining Employee/ Personnel Records

EQUIPMENT:

- Inspecting and Overseeing the Maintenance of All Ambulance Department Equipment and Vehicles
- Maintaining Records of all Ambulance Department Equipment and Vehicles
- Monitoring Equipment Service Updates and Certifications
- Scheduling Vehicle Maintenance and Inspections, if any
- Scheduling Equipment Maintenance and Inspections
- Signing of Various Equipment and Service Contracts

GENERAL:

- Acquiring an Understanding of the Service and Continually Striving for Improvement in Quality and Efficiency to Better Serve the Citizens of Washington County
- Maintaining Ongoing Operational Readiness of the Ambulance Service
- Monthly Reports to Ambulance Committee (including bills payable, call volume, payroll and income from ambulance fees)
- Preparation and Submission of Monthly Reports to County Board
- Procure various funding through grants, or other sources of available revenue

OTHER:

- Service on Washington County Safety Committee, if same is required by Ordinance
- Service on Washington County 911 Board, if appointed
- Attendance at Monthly Meetings of the Washington County Ambulance Committee
- Appear as Requested at Monthly Washington County Board Meetings
- Completion of Additional Duties as may be Required by Law
- Take all actions necessary to Effectuate the Position

It is specifically understood and acknowledged that many duties are time sensitive and that deadlines must be honored. Any failure to perform duties in a timely manner may, at the option of the County, be considered just cause or inability to fulfill the duties of the Position for the purposes of Paragraph 4 herein.

3. COMPENSATION: The salary for the Position shall be \$57,500.00 for the term of employment, which shall be from the 1st day of December, 2020, to the 30th day of November, 2021, unless otherwise terminated earlier as provided herein, in which case all benefits shall be pro-rated to the final date of employment.

The following days will be paid holidays for Felchlia, and Felchlia shall receive one (1) regular day's pay for each holiday:

New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day.

Additionally, Felchlia shall receive one (1) personal day per year, credited on January 1st of each year of employment in the Position. Felchlia shall be allowed to carry no more than two (2) personal days (14 hours) forward from year to year, for a total accumulation of three (3) personal days. As of the date of this Agreement, both parties hereto acknowledge that Felchlia has accrued and shall be entitled to keep less than one (1) day (specifically 6 hours) of personal days, except that in no event shall more than two (2) personal days (14 hours) be carried forward after January 1, 2021.

Felchlia has been and will continue to be credited with ten (10) working sick days (7 hours each) on January 1st of each year of his employment in the Position. Felchlia shall be allowed to carry no more than two hundred forty (240) unused sick leave days (1,680 hours) forward from year to year. Felchlia shall be paid 1/260 of his salary for each unused sick leave day in excess of two hundred forty (240) days that remain on December 31, 2021. This payment will be made on a payroll check in January 2022. As of the date of this Agreement, both parties hereto acknowledge that Felchlia has accrued and shall be entitled to keep 130.64 days (specifically 914.50 hours) of sick leave days. Both parties also acknowledge that no payment will be made to Felchlia for sick time remaining at the termination of his employment with the County, but that any unused sick days not in excess of two hundred forty (240) days will be reported to IMRF for credit purposes.

Felchlia has been employed with the County in the Position or its equivalent for 15 years, and shall accordingly be credited with fifteen (15) additional vacation days (105 hours) on January 1, 2021. After Felchlia has been employed with the County in the Position for 20 years, he shall be entitled to twenty (20) additional vacation days (140 hours). The parties hereto acknowledge that, as of the date of this Agreement, Felchlia has accrued and shall be entitled to keep 13.71 unused vacation days (specifically 96 hours), except that Felchlia shall be allowed to carry no more than ten (10) unused vacation days (70 hours) forward from year to year. Felchlia shall be paid 1/260 of his salary for each allowed unused vacation day that remains at the termination of his employment with the County. Felchlia shall not be permitted to use in excess of ten (10) vacation days in any given thirty (30) day period without prior approval by the Washington County Ambulance Committee. The Washington County Ambulance Committee is under no duty to approve a request for more than ten (10) vacation days in any thirty (30) day period as availability and service to the Citizens of Washington County is of utmost priority.

Additionally, Felchlia shall be entitled to Illinois Municipal Retirement Fund (IMRF) benefits and Health Insurance benefits consistent with those offered to other Washington County employees during the term of this Agreement. Health insurance coverage has previously been provided and shall continue during the term of Felchlia's employment hereunder.

4. TERMINATION: The requirement of a six (6) month probationary period has previously been satisfied. Therefore, Felchlia may be terminated at any time by the County only for just cause or for dereliction of duty during the term of this Agreement. The County in its sole discretion may elect to not renew the Agreement at its expiration for any cause or for no cause.

Felchlia may, at Felchlia's option, voluntarily terminate his employment with the County at any time upon reasonable notice given to the Washington County Ambulance Committee. However, under no circumstances shall Felchlia give less than ninety (90) days' notice to said Committee.

In the event of termination of this Agreement prior to its expiration, all benefits to be paid to Felchlia shall be pro-rated to the last date of his Employment in the Position, except that all days credited to Felchlia prior to termination of this Agreement shall be credited in full. Notwithstanding the foregoing, under no circumstance shall the County pay Felchlia for more than three (3) personal days (21 hours), or twenty-five (25) vacation days (175 hours).

5. ADDITIONAL PERMITTED WORK: Felchlia may from time to time fill in as an EMT-Paramedic at the Washington County Ambulance Department as circumstances require. For any hours worked as a paramedic outside the regular office hours referred to above (being 8:00 am to 4:00 pm on Monday through Friday), Felchlia shall receive a straight hourly compensation of \$17.60 per hour during the term of this Agreement, which amount shall increase in correspondence with the IBEW contract in effect at the time of reference.

Felchlia shall be allowed to work EMS/ Paramedic shift for agencies other than the Washington County Ambulance Service, provided that doing so does not conflict with or interfere with the duties of the Position, does not take place at County facilities or during regular operating hours of the Position's office.

Felchlia shall be further allowed to respond to calls of the Nashville Fire Department during regular operating hours of the Position's office, provided that said calls do not interfere with the duties of the Position. Felchlia specifically acknowledges that the requirements and demands of the Position shall always take priority.

Both parties acknowledge that Felchlia has been appointed to serve on the Kaskaskia College Paramedicine Advisory Committee. Felchlia shall also further be allowed to take such actions as are required to serve on same, provided that doing so does not conflict with or interfere with the duties of the Position. Felchlia specifically

acknowledges that the requirements and demands of the Position shall always take priority.

6. REPORTS TO COMMITTEE: Felchlia shall report all vacation days, sick days and personal days used by him to the Ambulance Committee of the Washington County Board before the regularly scheduled committee meeting each month in the form of a spreadsheet. Failure or refusal to accurately report may result in the loss of vacation, sick or personal time, or termination of this Agreement for cause.

7. CERTIFICATIONS: While employed in the Position, Felchlia shall maintain a valid license as a Paramedic in Illinois, shall maintain a valid Illinois Driver's License, and shall maintain all certifications and licenses required by State or Federal law or regulation, including but not limited to the following:

- Advanced Cardiac Life Support
- Pediatric Advanced Life Support
- CPR Certification
- International Trauma Life Support OR Pre-Hospital Trauma Life Support
- NIMS 100
- NIMS 200
- NIMS 700
- NIMS 800
- Haz-Mat Awareness

Washington County agrees to reimburse Felchlia for any reasonable expenses related to the completion of continuing education required to maintain any required license or certification, provided that Felchlia had received prior approval for any such commitments from the Washington County Ambulance Committee prior to expending any funds for which he expects reimbursement.

In addition to any required licenses or certifications, the County agrees to reimburse Felchlia for any reasonable expenses related to the completion of optional training and certifications that would benefit the Washington County Ambulance Department, provided that Felchlia had received prior approval for any such commitments from the Washington County Ambulance Committee prior to expending any funds for which he expects reimbursement. Specifically contemplated herein are the following:

- Illinois Region 4 Field Training Officer
- Illinois Licensed EMS Instructor
- NIMS 300
- NIMS 400
- Emergency Medical Dispatcher
- Emergency Medical Dispatch -QA

The County also agrees to reimburse Felchlia for reasonable expenses related to Felchlia's participation in the Illinois Region 4 EMS Advisory Board (Quarterly meetings anticipated), HSHS St. Elizabeth's EMS Advisory Board (Quarterly meetings anticipated) and the MABAS-Illinois Division 69 (Bi-Monthly meetings anticipated),

provided that Felchlia had received prior approval for such commitments from the Washington County Ambulance Committee prior to expending any funds for which he expects reimbursement.

Any reimbursement requested shall be submitted in accordance with the procedures set forth in the applicable Washington County Ordinance.

8. MOBILE TELEPHONE: The County shall provide Felchlia with a mobile telephone and shall pay for a service plan similar to that previously provided. The County further agrees that said phone may be used for personal business.

9. RESIDENCY: It is hereby specifically acknowledged that Felchlia is not a resident of Washington County at the time of entering into this Agreement.

10. COMPLIANCE: Felchlia agrees to abide by and enforce all policies (as amended from time to time) enacted by the County, whether enacted pursuant to Federal, State or Local law, Resolution or Ordinance. Examples of such policies would be the county employee handbook, safety policies, gift ban policy and prohibitions against drug, tobacco and alcohol use.

Dated this 13 day of October, 2020.

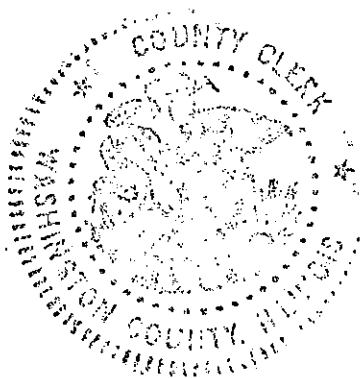
Washington County

By:

David A. Meyer
David Meyer, Chairman
Washington County Board

Attest:

Nancy Hereman



John Felchlia
John Felchlia