

Notification of Grant Award

AgeGuide Northeastern Illinois

RECIPIENT City of Aurora, Illinois 44 E. Downer Place Aurora, IL 60505 630-256-3407 DUNS: 74582131 ID: Award Contact Name: Katrina Boatright	ARPA AWARD INFORMATION Issue Date: 12/22/2022 Funding Period: 01/01/2023 - 12/31/2023 Expenses Period: 01/01/2023 - 12/31/2023 Budget Year: 2023 ARPA County: DuPage, Kane, Kendall, Will Federal Awarding Agency: Health & Human Services	SIGNING PROCEDURE: This award document must be signed by the applicant agency's authorized representative. A copy of the document authorizing the above representative to sign this application must be on file in the applicant's office. Grant Award must be signed and submitted electronically.
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AWARD DESCRIPTION:	Transportation					
OAA Title / CFDA:	ARPA IIIB 93.044					
APPROVED COSTS						
Personnel & Fringe						
Travel						
Equipment & Supplies						
Consultant/Contractual Svc	\$89,333					
Occupancy						
Technology						
Training & Education						
Food (Nutrition Only)						
Misc. Costs	\$0					
Total Costs	\$89,333					
COMPUTATION OF GRANT AWARD						
Total Cost (from above)	\$89,333					
Less Project Income	\$200					
Net Cost	\$89,133					
Non Federal Cash	\$69,333					
Non Federal In Kind						
Total Non Federal Share	\$69,333					
Area Agency Share	\$20,000					
Area Agency %	22%					
APPROVED UNITS & PERSONS						
Units	1100					
Persons	110					

TERMS & CONDITIONS: The attached Certifications; Grant Conditions; Special Grant Conditions; and Grant Assurances are an integral component of this Notification.

BREACH OF GRANT AWARD REMEDIES: Failure of the GRANTEE to comply with the Conditions, Certifications, and Assurances, as well as those in the approved application for this Grant, if any, may result in suspension and/or termination of the GRANTEE by AgeGuide.

AUTHORIZED REPRESENTATIVE SIGNATURE: By signing below, I CERTIFY that I have read and understand the terms of this NOTIFICATION OF GRANT AWARD and that the GRANTEE and PROJECT will abide by them. I further CERTIFY that I am duly authorized to sign for this agency and that I have not been convicted of bribery or attempting to bribe an office or employee of the State of Illinois nor have I made an omission of such conduct which is a matter of record.

Name Grantee Organization	Date	Marla Fronczak, Chief Executive Officer AgeGuide Northeastern Illinois	Date
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FY2023 NOTICE OF GRANT AWARD CERTIFICATIONS

Signing this Notification of Grant Award certifies that the Recipient understands that it must administer this Grant in compliance with all governmental rules and regulations, as well as those of the Illinois Department on Aging and AgeGuide.

This further certifies that the Recipient understands that it must administer this Grant in compliance with all applicable federal, state and local fire, health, safety and sanitation and other standards prescribed in law or regulations, whether or not known.

This further certifies that the Recipient understands that no alterations of the terms specified in this document or within the application for this Grant as approved may be made without prior approval of AgeGuide.

FY2023 SPECIAL GRANT CONDITIONS

Conditions below are specific to Recipient following programmatic and fiscal review of the recipient grant application, budget, and past performance including program and fiscal reports. By signing the Notification of Grant Award, recipient commits to satisfying grant conditions.

Special Condition None	Explanation
Special Condition None	Explanation
Special Condition None	Explanation

FY2023 GRANT CONDITIONS

1. Unless revised, the ceiling for AgeGuide participation in the approved costs for each service shall be the lesser of the following:
 - A. The amount(s) on the AgeGuide line of the Notification of Grant Award (NGA) for each service; or
 - B. The NGA AgeGuide % line times the approved service net cost on the final financial close-out report.
2. AgeGuide share of a grant-related cost item is earned only when an approved cost is incurred, and the non-Federal share of the cost has been contributed, if applicable. Receipt of AgeGuide funds (either through advance or reimbursement) does not constitute earning of these funds.
3. AgeGuide funds are to supplement, not supplant, other available funding. Recipients must assure that all awarded funds are safeguard and will not be used to fund services of benefits reimbursed under other funding sources. Grants administration requirements prohibit the government from paying for the same service/benefit twice.
4. Receipt of funds under this award is contingent upon:
 - A. The availability of such funds to AgeGuide;
 - B. Compliance with all terms and conditions of the approved application and this award;
 - C. Compliance with all reporting requirements including:
 - i. Financial and program reports are to be reviewed and approved by the Director before submission to AgeGuide;
 - ii. Financial and program reports are to be accurate, complete, and submitted properly;
 - iii. Financial and program reports are to be submitted by the required due dates.
5. Revisions to this grant award initiated by the Recipient may be issued by AgeGuide based upon:
 - A. Compliance with AgeGuide revision policy and procedures;
 - B. Approval of the revision request by AgeGuide;
 - C. Approval by the Illinois Department on Aging, as required.
6. Revision to this grant award initiated by AgeGuide may be based upon:
 - A. An analysis of recipient performance
 - B. Area Plan revision requirements
7. An award which is not signed by both the Recipient and AgeGuide is rescinded on the day preceding the beginning of the grant period. A revision to a grant which is approved by AgeGuide and which is not signed by both the Recipient and AgeGuide will terminate the grant on the last day of the month in which the revision was issued.
8. All funds awarded in this NOTIFICATION OF GRANT AWARD are subject to audit. Audits are to be performed in accordance with Federal audit requirements. Recipients of financial assistance which **expend \$750,000 or more** in Federal funds per year must have a single or program-specific audit conducted for that year in accordance with **2CFR Part 200**. These audit costs are allowable charges to Federal awards. Recipients of financial assistance which **expend less than \$750,000** in Federal funds per year should have audits conducted that meet generally accepted accounting standards as issued by the American Institute of Certified Public Accountants (AICPA). These audit costs are not allowable charges to Federal awards.

9. Cash advances are considered part of the grant principle and are therefore covered under the State of Illinois Grants Recovery Act. The GFRA states that grant funds may not be used except for those purposes which the funding agency and recipient agree on. Those purposes are identified in the Grant Agreement. Recipients must return to AgeGuide, within forty five days of the grant period, any grant funds not expended or legally obligated by the end of the grant period.

10. Additional Program-Specific Terms and Conditions:

Flexible Community Services and Residential Repair Additional Terms

Recipient agrees to perform Residential Repair and Flexible Community Services for eligible persons. Any request for assistance above limit must be cleared with Community Planner.

Ombudsman Recipient Additional Terms

Ombudsman recipients agree to attend quarterly meetings and other trainings as required by IDOA and AgeGuide.

SHAP Recipient Additional Terms

Recipient agrees to perform the following SHAP services for eligible persons, regardless of age: information and assistance services regarding SHAP; outreach regarding these programs and their low-income subsidies; assistance with the completion of applications for these programs and their low-income subsidies; training of aging network personnel regarding these programs; and educational programs for eligible persons and the general public regarding these programs.

APS Provider Additional Terms

Title VII allocations are designated by IDOA to be utilized by APS Providers Agencies for the purpose of Multidisciplinary Teams, training and Fatality Review Teams. The grantee, as a designated APS Provider Agency, agrees to utilize the allocated Title VII funding to perform activities related to Multidisciplinary Teams, training, and Fatality Review Teams (if applicable), in accordance with the Standards and Procedures set forth by the Illinois Department on Aging and Title VII of the Older Americans Act.

CILS Options Counseling Recipient Additional Terms

For CILS providers, this agreement designates PROVIDER an ADRN Core Partner responsible for providing ADRN Options Counseling services and for meeting required ADRN Core Partner Activities as outlined below.

Provider Responsibilities

1. ADRN Options Counseling Services
 - a. As outlined in the Service Standards PROVIDER will offer ADRN Options Counseling services to eligible persons, 18 years of age and older, to assist in their deliberations to make informed long-term support choices.
2. ADRN Core Partner Activities
 - a. Have a working relationship and a written agreement with the county specific aging-related ADRN Core Partner.

- b. Have a working relationship and/or written agreements with county specific Critical Pathways Partners.
 - c. Participate in AgeGuide ADRN trainings and other meetings requested by AgeGuide related to the ADRN initiative and Options Counseling program.
 - d. Ensure at least one staff person who is providing Options Counseling is certified by the Alliance of Information and Referral Systems (AIRS) Certification for I&R Specialists in Aging/Disabilities (CIRS-A/D) during this agreement period. AIRS is a certification program which awards credentials that demonstrate competence in the field of information and referral. PROVIDER will submit a copy of certification to AgeGuide.
 - i. A maximum of \$750 in funding under this agreement may be utilized to AIRS certify at least one staff person providing Options Counseling, obtain AIRS membership for the organization and/or purchase the AIRS I&R Training Guide. For information on AIRS certification and membership costs, see the AIRS website: www.airs.org/
3. Reporting – PROVIDER will submit the following reports to AgeGuide:
- a. A **quarterly units and persons report** submitted by the designated deadline;
 - b. A **billing invoice** on the 7th of the month following the end of each quarter for grant expenditures incurred. The billing invoice must be signed by the person responsible for administering the Grant. The invoices and all back-up work papers are subject to an on-site review by AgeGuide staff during the fiscal year.
4. Monitoring and Review – PROVIDER must make all information available so AgeGuide can measure the program quality elements. AgeGuide, at its sole option, may monitor the management of services provided under this agreement, through any of the following methods:
- Review of reports;
 - Telephone contact to ensure consumers are receiving quality services;
 - Interviews with consumers to assess satisfaction with these services;
 - Review of all records concerning the consumer’s care, which shall be readily accessible to AgeGuide.

FFY2023 GRANT ASSURANCES

AgeGuide award recipients agree to maintain documentation to substantiate all the following assurance items. Such documentation will be subject to AgeGuide review for adequacy and completeness.

1. Compliance with Requirements

The Recipient agrees to administer the Title III grant in accordance with: the Older Americans Act; all applicable statutes passed by Congress and any applicable state or local laws, which do not contradict federal statutes; codified program regulations established by the Department of Health and Human Services, CMS (Centers for Medicare and Medicaid Services), and the Administration on Aging; and all applicable administrative regulations, executive orders, and statutory requirements that govern the administration of federal grants, including adherence to the terms and conditions of the grant agreement with AgeGuide.

Administrative Uniform Guidance:

The federal Office of Management and Budget issued Uniform Guidance 2 CRF 200 in December of 2013. It applies to awards that begin on or after 12/26/14 and replaces OMB circulars A110, A122, A-87, A-102 and A-133. This Federal grant guidance attempts to reduce the administrative burden for non-federal entities receiving federal awards while reducing the risk of waste, fraud and abuse. It provides a framework for additional efforts to strengthen program outcomes through innovative and effective use of grant-making models, performance metrics, and evaluation. **Follow the link to see Circular 2 CFR 200:**
<https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf>

2. Timely Notification of Significant Operational Developments

The Recipient agrees to provide written notice of problems, delays, staffing changes, or other adverse conditions that could impair the accomplishment of grant objectives. The notification should include a statement of the actions taken or contemplated by the Recipient, and any assistance needed to resolve the situation.

3. Cost Allocation Among Funding Sources and Between Administration and Direct Services

The Recipient has established a written plan detailing the methods employed to allocate costs among the various funding sources, including grant service(s) funded by AgeGuide. The Recipient has established and maintains on file a plan detailing the methods employed to allocate costs between administration and AgeGuide-provided direct services.

4. Financial Capacity and Level of Effort

The Recipient certifies it has the financial capacity to deliver services for the duration of the agreement and between the time when service is provided and the time when reimbursement is received. Since reimbursement is not provided until after service is rendered, it could potentially take as long as 120 calendar days from the provision of service before reimbursement for service(s) is received.

AgeGuide funds shall supplement, and not supplant, any Federal, State, or local funds expended to provide services under AgeGuide funding agreements.

5. Fiscal Control

The recipient shall maintain sufficient fiscal control and accounting procedures to assure the proper disbursement of and accounting for all AgeGuide funds.

6. AgeGuide Liability for Payment:

It is expressly understood that the sole liability of AgeGuide is to make payment from such funds as are made available by the legislator of the State of Illinois and the Federal government. Obligations of AgeGuide will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

Any expenditure for which claim is made that does not meet all applicable Federal/state requirements, rules and regulations shall be disallowed and shall be the sole responsibility of

the Recipient. AgeGuide will deduct any disallowed costs from payments to the Recipient and may bring action in the appropriate circuit court for any balance due.

7. Matching Share

The Recipient agrees to provide the required non-Federal matching share. Expenditures used to satisfy the non-Federal share requirement must be related to the purpose of the funded service and may not be used to meet maintenance of effort or non-Federal share requirements in other Federal programs, including other sections of Title III of the Older Americans Act.

8. Program Income

Refers to gross income generated directly by a grant activity. Program income may not be used to match AgeGuide funding. Program income, which the recipient agency did not anticipate at the time of the award, will be added to grant resources and used to further eligible objectives.

9. NSIP Cash Assistance (Congregate/Home Delivered Meals)

A Recipient receiving NSIP cash assistance must comply with the following NSIP requirements: meals must meet dietary guidelines as specified in Federal program standards; meals must be served to eligible participants; i.e., **Congregate meals:** this includes individuals who have attained sixty years of age, their spouses, volunteers working at the meal sites and handicapped or disabled individuals who have not attained 60 years of age but reside in housing facilities primarily occupied by the elderly at which congregate nutrition services are provided; **Home Delivered meals:** this includes individuals who have attained sixty years of age and their spouses.

NSIP cash assistance is to be used to increase the total number of meals served; shall only be used to purchase United States agricultural commodities and other foods; and shall not be used to offset program costs or as non-federal matching funds for any other federal program.

10. Reporting Requirements

The Recipient agrees to submit timely, complete, and accurate reports in such form, and containing such information as required, including the purchase and utilization of required software and data transfer bandwidth. Recipient agrees to submit all reports required by AgeGuide, including expense and program reports.

11. Record Keeping Requirement

The Recipient agrees to maintain, and shall make available to AgeGuide and/or the Illinois Department on Aging, upon request, such financial and other records as are required in order to comply with Federal regulations and reporting requirements. These records shall be maintained for a minimum of three (3) years after the final payment is made under this agreement and all pending matters are closed.

All records and other information about persons receiving services under this Agreement are confidential and shall be protected from unauthorized disclosure. However, nothing in this paragraph affects the requirements of Assurance Clause #2. The Recipient agrees to establish and follow such regulations, standards, and procedures as are necessary to meet the requirements on safeguarding confidential information under relevant program regulations.

12. AgeGuide Prior Approval of Post-Award Changes

Certain types of post-award changes in budgets and programmatic scope of work require prior written approval from the AgeGuide. The Recipient agrees to obtain prior written approval for: budget revisions (as defined in AgeGuide revision policy); grant period extensions; changes in Notification of Grant Award match commitments; changes in approved grant scope or outcomes (even if there is no associated budget revision requiring written prior approval); transfers to a third party, by contracting or any other means, of the actual performance of grant activities; allowability of a caterer to assign or subcontract vendor services; allowability of a caterer to assign payment due under a catering agreement to a third party; and nutrition site openings/closings/re-location changes.

13. Amendments

This Agreement may be amended by the mutual consent of both parties at any time during its term. Amendments shall be in writing and signed by both parties or their authorized representatives.

14. Audits:

Section 200.501 Audit Requirements raises the Single Audit threshold from \$500,000 in Federal awards per year to \$750,000 in Federal awards per year. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with 200.501 audit requirements. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal entity, pass-through entity, and Government Accountability Office.

15. Debarment, Suspension, Ineligibility and Voluntary Termination

The Recipient certifies by signing these assurances that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or state department or agency.

16. Conflict of Interest

The Recipient assures that no officer, employee, or other representative of the Recipient is subject to a conflict of interest prohibited under governing Federal administrative regulations, and mechanisms are in place to identify and remove conflicts of interest.

17. Indemnity and Hold Harmless Agreement

To the fullest extent permitted by law, the Recipient shall indemnify, keep and save harmless AgeGuide and its agents, officers, and employees, against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Recipient, its employees, or its subcontractors, and the Recipient shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgments shall be rendered against AgeGuide in any such action, the Recipient shall, at its own expense, satisfy and discharge the same.

18. Lien Holder: Vehicles

In the event vehicles are purchased in whole or in part with AgeGuide funds, AgeGuide reserves the right to be made the lien holder.

19. Equipment

For items of equipment having a unit acquisition cost of \$1,000.00 or more purchased by AgeGuide under this application, AgeGuide shall have the right to require transfer of the equipment (including title) to AgeGuide or to an eligible party.

20. Publications

Any printed material, press releases, publicity or other materials/digital media for distribution based upon activities receiving AgeGuide funding must contain an acknowledgement of that support. Where grant activities result in a book or other copyrightable material, the author is free to obtain a copyright, but AgeGuide deserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or other use, and authorize others to use, all such materials.

21. Service Standards

The Recipient agrees to fully comply with the applicable AgeGuide Service Standards. The Recipient agrees to provide the units of service to the number of persons specified in the grant agreement. If the units or numbers of persons are less than projected, AgeGuide funding may be proportionately reduced.

22. Public Safety

The Recipient agrees to establish and maintain on file a plan detailing the methods being followed to ensure that it operates fully in conformance with all applicable Federal, State, and local fire, health, safety and sanitation and other standards prescribed in law or regulations. The Recipient provides that where the state or local jurisdictions require licensing, it has been licensed.

23. Residency/Citizenship

The Recipient assures that no requirements as to duration of residence or citizenship will be imposed as a condition of participation in grant services.

24. Service to Older Persons in Greatest Social or Economic Need

The Recipient agrees to specify how it intends to satisfy the service needs of low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider in **at least the same proportion** as the population of low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas bears to the population of older individuals of the area served by such provider; and meet specific objectives established by AgeGuide for providing services to the above targeted populations.

25. Voluntary Service Contributions (Program Income):

Voluntary contributions may be solicited if the method of solicitation is non-coercive. The Recipient agrees to collect contributions in conformance with federal regulations. The Recipient agrees that service may not be denied because the recipient will not or cannot contribute to the cost of the service. **Contributions can be encouraged at levels based on the actual cost of services for individuals whose self-declared income is at or above 185 percent of the poverty line, at contribution levels based on the actual cost of services.**

26. Coordination of Services

In carrying out the provisions of the Older Americans Act, to more efficiently and effectively deliver services to older individuals, each Recipient shall coordinate Older Americans Act services with other community agencies and voluntary organizations providing the same services. In coordinating the services, the Recipient shall make efforts to coordinate the services with agencies and organizations carrying out intergenerational programs or projects.

27. Grievance Procedure

The Recipient agrees to provide a grievance procedure for older individuals who are dissatisfied with or denied services.

28. Imminent Danger Notification

With the consent of the older person, or her/his representative, the Recipient will bring to the attention of the appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.

29. Emergency Preparedness

The Recipient agrees to coordinate activities, and develop emergency preparedness plans, with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery.

30. Non-Discrimination

The Agency shall not discriminate in admission to programs or treatment of employment in compliance with the Illinois Human Rights Act; Federal Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; the Equal Employment Opportunity Act and the United States/State of Illinois Constitutions.

31. Lobbying

The Recipient certifies that **no AgeGuide appropriated funds** have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

32. Termination

Non-compliance with the terms of this Agreement may result in its immediate termination. The Recipient understands that any falsification or concealment of a material fact with regard to services provided or charges submitted may lead to appropriate legal action and immediate termination of this Agreement. Payments made for unauthorized services must be repaid and amounts due for repayment for unauthorized service may be deducted from any amounts due. This Agreement may be terminated by either party without cause upon thirty-(30) days' written notice.

These assurances are binding on the Recipient, its successors, transferees, and assignees.