

**SUBRECIPIENT GRANT AGREEMENT**

**THIS SUBRECIPIENT GRANT AGREEMENT** ("Agreement") is entered into as of the day of 21 July, 2020 between the VILLAGE OF OAK PARK, Illinois (hereinafter the "Village") and HEPHZIBAH CHILDREN'S ASSOCIATION, an Illinois not-for-profit Corporation (hereinafter the "Subrecipient").

**RECITALS**

**WHEREAS**, the Village has applied for Community Development Block Grant-Corona Virus ("CDBG-CV") funds from the United States Department of Housing and Urban Development ("HUD") as provided by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter "the Act"); and

**WHEREAS**, Subrecipient has applied to the Village for CDBG-CV funds for the 2019 Program Year; and

**WHEREAS**, the Village has considered and approved the application of Subrecipient and hereby agrees to distribute to Subrecipient a portion of the total CDBG-CV funds allotted to the Village by HUD, with the portion distributed to Subrecipient being in the amount provided in this Agreement and upon the conditions set forth herein; and

**WHEREAS**, the Village and Subrecipient, acting through their respective Boards are each authorized to enter into this Agreement.

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

**1. INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into this Agreement as though fully set forth herein.

**2. SCOPE OF SERVICES.**

A. Subrecipient's project schedule and project budget (collectively referred to as "the Project") are set forth in the Subrecipient's Program Year 2019 CDBG-CV Proposal attached hereto and incorporated herein by reference as Exhibit A (hereinafter the "Subrecipient's Proposal").

B. The Project will proceed in accordance with the terms of this Agreement, the Subrecipient's Proposal and all laws and regulations referenced in this Agreement. Any changes(s) in the Project must be approved by the Village prior to the Subrecipient incurring any Project costs or implementing any substantial Project modifications. Such approval shall only be effective if authorized by a written amendment to this Agreement.

C. The funds to be provided by the Village to Subrecipient pursuant to this Agreement shall be used to purchase a significant supply of personal protective equipment, along with daily deep cleaning service to protect children and staff of Hephzibah Home. A total of 50 persons (all Oak Park persons) will benefit.

### **3. ALLOCATION OF FUNDS.**

A. The Village shall distribute to Subrecipient as Subrecipient's portion of the total grant received by the Village from HUD a maximum of ten thousand dollars (\$10,000) (hereinafter the "Grant Funds") to be paid in accordance with the terms of this Agreement. The Subrecipient acknowledges and agrees that only those budget line items and percentages that appear in its Program Year 2019 Project Budget will be considered for reimbursement through the Grant Funds.

B. The Grant Funds shall not be used for ineligible or unallowable costs, including costs incurred prior to the effective date of this Agreement as defined herein. In the event the Village does not receive the Grant Funds from HUD, the Village shall not provide the Grant Funds, or any other funds, to Subrecipient.

### **4. PAYMENT.**

A. The Village shall make all Grant Funds payments on a reimbursement basis. To request a payment of Grant Funds, the Subrecipient must submit a request for payment to the Village in the form of an invoice, together with such supporting documentation as the Village deems necessary in its discretion to support the invoice. The Village shall only reimburse the Subrecipient for approved expenditures to the maximum of the allocated Grant Funds for the Project.

B. The Village may refuse to reimburse the Subrecipient if the Subrecipient is not in compliance with any applicable law, rule or regulation or this Agreement. In such case, the Village shall assist the Subrecipient to bring the Project into compliance.

C. The Subrecipient shall submit invoices to the Village for reimbursement at least quarterly for the Program Year, as defined below. Final project invoices must be submitted to the Village no later than July 31, 2022. Any invoices submitted after July 31, 2022 shall not be paid by the Village.

### **5. PROGRAM YEAR.**

A. The Subrecipient shall perform the Project beginning on the date that Subrecipient receives the notice to proceed and ending on June 30, 2022 (hereinafter referred to as the "Program Year").

B. The Project shall be completed no later than June 30, 2022. Project costs shall not be incurred after the Program Year.

C. If the Subrecipient is delayed in the completion of the Project by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to the Village and request an extension of time for completion of the Project. The Subrecipient shall request an extension from the Village in writing at least thirty (30) days before the end of the Program Year. The Village shall either grant or deny the request for an extension in its discretion and shall provide notice to the Subrecipient of its grant or denial of the request.

D. The Subrecipient shall return any funds not expended by the end of the Project to the Village. All funds obligated or committed by the Subrecipient to contractors, suppliers, etc. during the Program Year must be expended by the end of the Program Year unless an extension has been given to the Subrecipient. The Subrecipient shall have 30 days after the close of the Program Year to request reimbursement for costs incurred for the Project, unless an extension has been granted pursuant to this Agreement.

## **6. COMPLIANCE WITH LAWS AND REGULATIONS.**

A. The Subrecipient shall comply with the applicable provisions of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (hereinafter referred to as the "Act") and all applicable rules and regulations promulgated under the Act by the Department of Housing and Urban Development (HUD), including, but not limited to the Housing and Community Development Act of 1974, 42 U.S.C. § 5301 *et seq.*; 24 CFR Part 570; and all other applicable federal, state, county and local government laws, ordinances or regulations which may in any manner affect the performance of this Agreement, including but not limited to those set forth herein, and those identified in the document titled "Assurances," attached hereto and incorporated herein by reference as Exhibit B.

B. The Subrecipient shall comply with the applicable administrative requirements set forth in the Code of Federal Regulations at 2 CFR 200.

C. The Subrecipient shall comply with the following in its performance of the Project:

1. Not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, disability, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, nor otherwise commit an unfair employment practice;

2. Take action to ensure that applicants are employed without regard



to race, religion, handicap, creed, color, sex, age, sexual orientation, status as a disabled veteran or Vietnam era veteran, or national origin, with such action including, but not limited to the following: employment, upgrading, demotion or transfer, termination, rates of pay, other forms of compensation, selection for training, including apprenticeship; and

3. The Village's Reaffirmation of Equal Employment Opportunity Policy ("EEO"), attached hereto and incorporated herein by reference as Exhibit C.

D. Subrecipient agrees not to violate any state or federal laws, rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected officials of the Subrecipient in the Project or payments made pursuant to this Agreement.

E. Subrecipient agrees that, to the best of its knowledge, neither the Project nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5 of the United States Code, otherwise known as the "Hatch Act."

F. Subrecipient shall be accountable to the Village for compliance with this Agreement in the same manner as the Village is accountable to the United States government for compliance with HUD guidelines.

G. The Village, as a condition to Subrecipient's receipt of Grant Funds, requires Subrecipient, when applicable, to assist in the completion of an environmental review as needed for the Project.

H. Subrecipient shall permit the authorized representatives of the Village, HUD, and the Comptroller General of the United States to inspect and audit all data and reports of Subrecipient relating to its performance of this Agreement.

I. Subrecipient agrees and authorizes the Village to conduct on-site reviews, examine personnel and employment records and to conduct other procedures or practices to assure compliance with these provisions. The Subrecipient agrees to post notices, in conspicuous places available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

J. The Village will provide technical assistance as needed to assist the Subrecipient in complying with the Act and the rules and regulations promulgated for implementation of the Act.



## **7. REPORTING AND RECORD KEEPING.**

### **A. Subrecipient's Maintenance of Required Records.**

Subrecipient shall maintain records to show actual time devoted and costs incurred in connection with the Project. Upon fifteen (15) days' notice from the Village, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said Progress Reports required pursuant to Section 7(C) below shall be made available for inspection, copying, or auditing by the Village at any time, during normal business hours.

B. Subrecipient's documents and records pursuant to this Agreement shall be maintained and made available during the Project Period and for three (3) years after completion of the Project. The Subrecipient shall give notice to the Village of any documents or records to be disposed of or destroyed and the intended date after said period, which shall be at least 90 days after the effective date of such notice of disposal or destruction. The Village shall have 90 days after receipt of any such notice to give notice to the Consultant not to dispose of or destroy said documents and records and to require Consultant to deliver same to the Village. The Subrecipient shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of Grant Funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Subrecipient agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any Grant Funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Subrecipient shall make the documents and records available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

C. Quarterly Progress Reports & Final Report. Subrecipient shall prepare and submit a quarterly Progress Report to the Village reporting on the status of the Project. Project progress is to be implemented based on the Project timeline set forth in the Proposal, attached hereto and incorporated herein as Attachment A. The information provided in the Progress Reports shall be forwarded to the United States Department of Housing and Urban Development and shall be made available to the Village's Community Development Citizen Advisory Committee in order to determine the success or failure of the Project.

All Progress Reports, unless otherwise specifically noted, shall be due by the 15th day of

the month following the end of each quarter and shall contain data obtained during the preceding three months. The Subrecipient shall be required to submit a final report at the end of the Project in lieu of the last Progress Report.

Each quarterly Progress Report and the Final Report shall include information regarding activity compliance pursuant to the national objective criteria set forth in 24 C.F.R. Section 208 (2) and 570 and in Section 2 - Scope of Services. See the attached formats Exhibits D & E. The Village may request additional reports from the Subrecipient as necessary to comply with any applicable federal law requirements.

D. Subrecipient will keep and maintain such records and provide the report and documentation to the Village as the Village deems necessary to further its monitoring obligations.

## **8. MONITORING AND PERFORMANCE DEFICIENCIES.**

A. Village Project Monitoring. The Village will monitor the Subrecipient's planning and implementation of the Project on a periodic basis to determine Subrecipient's compliance with all laws, rules and regulations and to determine whether Subrecipient is adequately performing and operating the Project in accordance with the approved Project guidelines. Subrecipient acknowledges the necessity for such monitoring and agrees to cooperate with the Village in this effort by providing all requested records and information and allowing such on-site visits as the Village determines is necessary to accomplish its monitoring function.

B. Performance Deficiency Procedures. The Village may take such actions as are necessary to prevent the continuation of a performance deficiency, to mitigate, to the extent possible, the adverse effects or consequences of the deficiency, and to prevent a recurrence of the deficiency. The following steps outline the general procedure the Village will use when it becomes aware of a performance deficiency. The Village is not bound to follow these steps. Depending on the seriousness of the deficiency, the Village may take any steps it deems necessary to address the deficiency, including immediate termination of the Project and any other remedies available by law.

1. When an issue involving a performance deficiency arises, including performance reporting requirements, the Village will first attempt to resolve the issue by informal discussions with the Subrecipient. The Village will attempt to provide Technical Assistance, to the maximum extent practicable, to help the Subrecipient successfully resolve the performance issue.
2. If discussion does not result in correction of the deficiency, the Village will schedule a monitoring visit to review the performance area that must be improved. The Village will provide the Subrecipient with a written report that

outlines the results of the monitoring. Generally this report will include a course of corrective action and a time frame in which to implement corrective actions.

3. If, despite the above efforts, the Subrecipient fails to undertake the course of corrective action by the stated deadline, the Village will notify the Subrecipient in writing that its Project is being suspended. CDBG funds may not be expended for any Project that has been suspended.
4. The Village's written suspension notice will include a specified, written course of corrective action and a timeline for achieving the changes. Generally, corrective action plans will require a 15 to 60 day period of resolution (depending upon the performance issue).
5. The Village may lift a suspension when the performance issue has been resolved to the satisfaction of the Village. The Village will release a suspension by written release signed by the Village Manager or her designee.

C. Unresolved Performance Deficiencies. Subrecipient's failure, in whole or in part, to meet the course of corrective action to have a suspension lifted, shall constitute cause for termination pursuant to the procedures set forth in Section 9 below.

## 9. TERMINATION.

This Agreement may be terminated as follows:

- A. By Fulfillment. This Agreement will be considered terminated upon fulfillment of its terms and conditions.
- B. By Mutual Consent. The Agreement may be terminated or suspended, in whole or in part, at any time, if both parties consent to such termination or suspension. The conditions of the suspension or termination shall be documented in a written amendment to the Agreement.
- C. Lack of Funding. The Village reserves the right to terminate this Agreement, in whole or in part, in the event expected or actual funding from the Federal government or other sources is withdrawn, reduced or eliminated.
- D. For Cause. The Village may terminate this Agreement for cause at any time. Cause shall include, but not be limited to:
  1. Improper or illegal use of funds;
  2. Subrecipient's suspension of the Project; or



3. Failure to carry out the Project in a timely manner.

E. Termination for Illegality. This Agreement shall be subject to automatic termination due to the Subrecipient's improper or illegal use of the Grant Funds. Notice of termination for illegality shall be provided by the Village to Subrecipient pursuant to Section 18 below.

#### **10. REVERSION OF ASSETS.**

A. At the termination of this Agreement, Subrecipient shall transfer to the Village any CDBG-CV funds on hand, and any accounts receivable attributable to the use of CDBG-CV funds.

B. If Subrecipient intends to dispose of any real property acquired and/or improved with CDBG-CV funds, Subrecipient must report, in writing, to the Village, such intent to dispose of said property 30 days prior to the negotiation and/or agreement to dispose of said property.

C. For a period of 5 years after the Project Year, Subrecipient will provide the Village with an annual report inventorying all real property acquired or improved with CDBG-CV funds and certifying its use in accordance with the CDBG National Objectives.

#### **11. REMEDIES.**

A. In the event of any violation or breach of this Agreement by Subrecipient, misuse or misapplication of funds derived from the Agreement by Subrecipient, or any violation of any laws, rules or regulations, directly or indirectly, by Subrecipient and/or any of its agents or representatives, the Village shall have the following remedies:

1. The Subrecipient may be required to repay the Grant Funds to the Village;
2. To the fullest extent permitted by law, the Subrecipient will indemnify and hold the Village harmless from any requirement to repay the Grant Funds to HUD previously received by the Subrecipient for the Project or penalties and expenses, including attorneys' fees and other costs of defense, resulting from any action or omission by the Subrecipient; and
3. The Village may bring suit in any court of competent jurisdiction for repayment of Grant Funds, damages and its attorney's fees and costs, or to seek any other lawful remedy to enforce the terms of this Agreement, as a result of any action or omission by the Subrecipient.

**12. INDEPENDENT CONTRACTOR.** Subrecipient is and shall remain for all purposes an independent contractor and shall be solely responsible for any salaries, wages, benefits, fees or

other compensation which she may obligate herself to pay to any other person or consultant retained by her.

**13. NO ASSIGNMENT.** Subrecipient shall not assign this Agreement or any part thereof and Subrecipient shall not transfer or assign any Grant Funds or claims due or to become due hereunder, without the written approval of the Village having first been obtained.

**14. AMENDMENTS AND MODIFICATIONS.**

A. The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties.

B. No such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Subrecipient.

**15. SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**16. ENTIRE AGREEMENT.**

A. This Agreement sets forth all the covenants, conditions and promises between the parties.

B. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**17. GOVERNING LAW, VENUE AND SEVERABILITY.**

A. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

B. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**18. NOTICES.**

A. All notices or invoices required to be given under the terms of this Agreement shall be given by United States mail or personal service addressed to the parties as follows:

For the Village:

Grants Supervisor  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302

For Subrecipient:

Executive Director  
Hephzibah Children's Association  
946 North Boulevard  
Oak Park, IL 60301

B. Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

**19. EFFECTIVE DATE.** The effective date of this Agreement as reflected above shall be the date that the Village Manager for the Village of Oak Park and Hephzibah Children's Association execute this Agreement.

**20. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.** This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

**21. CAPTIONS AND SECTION HEADINGS.** Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**22. NON-WAIVER OF RIGHTS.** No failure of any Party to exercise any power given to it hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of that Party's right to demand exact compliance with the terms hereof.

**23. ATTORNEY'S OPINION.** If requested, the Subrecipient shall provide an opinion by its attorney in a form reasonably satisfactory to the Village Attorney that all steps necessary to adopt this Agreement, in a manner binding upon the Subrecipient have been taken by the Subrecipient.

**24. BINDING AUTHORITY.** The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]**



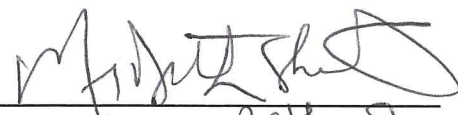
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

  
Name: Cara Pavlicek  
Title: Village Manager

Date: 7/21, 2020

HEPHZIBAH CHILDREN'S ASSOCIATION

  
Name: Merry Beth Sheets  
Title: Executive Director

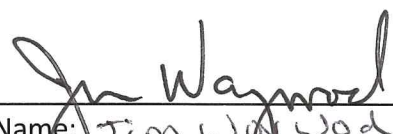
Date: 7/27, 2020

ATTEST:

  
Name: Vicki Scaman  
Title: Village Clerk


Date: 7/21, 2020

ATTEST:

  
Name: Jim Waywood  
Title: PROGRAM Director

Date: 7/27, 2020

REVIEWED AND APPROVED  
ASTORIA

  
JUL 20 2020  
LAW DEPARTMENT



**EXHIBIT A**  
**SUBRECIPIENT'S PROPOSAL**





This application is for special program year (PY) 2019 Community Development Block Grant (CDBG) Public Services projects, with funding made available through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Each proposed project should prevent, prepare for, and respond to COVID-19 and to facilitate assistance to eligible persons economically impacted by COVID-19. The new funds are classified as **CDBG-CV**.

Every proposed project must meet the CDBG National Objective of primarily serving low and moderate income persons, and must also be an eligible CDBG project.

Please read the Application Instructions in their entirety. The applications are being made available May 27, 2020 and are due 5 p.m., June 10, 2020. No late submittals will be accepted. Please direct questions to Mark Dwyer at [mdwyer@oak-park.us](mailto:mdwyer@oak-park.us).

#### **CDBG-CV Application, PY 2019**

##### **Applicant Information**

<b>Project Contact and Basic Information - Hephzibah</b>	
<b>Project Name</b>	Personal Protective Equipment and Sanitation Supplies for Front Line Workers and Group Home Children
<b>Project Address</b>	946 North Boulevard, Oak Park, IL 60301
<b>Project Manager/Primary Contact</b>	Nancy Dorfman Schwartz and Jim Woywod
<b>Primary Contact Phone Number</b>	708-649-7081; 708-649-7116
<b>Primary Contact Email Address</b>	<a href="mailto:nschwartz@hephzibahhome.org">nschwartz@hephzibahhome.org</a> ; <a href="mailto:jwoywod@hephzibahhome.org">jwoywod@hephzibahhome.org</a>
<b>Agency DUNS Number</b>	0694864699

##### **Project Overview**

<b>Project Summary</b>	
Total CDBG-CV dollars requested	\$10,000
Total Project Budget	\$154,676
Total Low/Mod Income persons served	47 in FY 2019 – 100% L/M Income, Oak Park Residents
Brief project description and purpose (200 characters or less with spaces):	To prevent spread of the COVID virus, Hephzibah requires a significant supply of personal protective equipment, along with daily deep cleaning service to protect children and staff of Hephzibah Home.
<b>Population served (select by placing an X)</b>	
<input checked="" type="checkbox"/> Abused Children	<input type="checkbox"/> Persons experiencing homelessness
<input type="checkbox"/> Severely disabled adults	<input type="checkbox"/> Victims of domestic violence
<input type="checkbox"/> Persons living with HIV/AIDS	<input type="checkbox"/> Illiterate adults

X 51% or more Low/Moderate Income Persons	<input type="checkbox"/> Elderly persons
<b>Type of Application</b>	
X Public Services	

#### I. Background and Need

**Provide some background and state what unmet community need(s) the project addresses.**

In addition to the 26 children, ages 3-11, who reside at Hephzibah Home, more than 25 staff come into the home daily. Staff works around the clock, seven days a week caring for the children, delivering essential therapeutic services, emotional support and academic services and support. Since the statewide shutdown, Hephzibah Home has been on total lockdown, with only essential, group home staff permitted. No visitors, family members or volunteers are permitted to enter the home, and the children are not permitted to leave the premises. To provide for the health and safety of the children during the pandemic, and to minimize and prevent the spread of the virus to the children and staff, Hephzibah maintains strict protocols that are in compliance with CDC guidelines. Additionally, Hephzibah follows all the protection and reporting requirements mandated by the Illinois Department of Health, Department of Children and Family Services, and the Oak Park Department of Public Health.

These health and safety protocols and measures include, but are not limited to:

- Cloth masks for all staff at all times;
- Masks for children in all common areas of the home;
- Gloves for all food preparation and service;
- Hand sanitizer dispensers at the entrance to each unit, in all common rooms and throughout the units including in bathrooms, therapy rooms, and kitchen areas;
- Required thorough hand washing for all staff and residents throughout each shift;
- Staff temperature checks at the start and end of each shift;
- Child temperature checks two times each day;
- Cleaning and sanitizing of all surfaces at the beginning of and conclusion of all activities throughout the units, in all common areas and on outdoor play equipment.
- Daily deep cleaning and sanitizing conducted by authorized external cleaning service;
- Separate activities including on-unit dining for all children. There is no mingling of children between units; and
- Separate waste disposal for all used sanitation materials.

While these measures are enforced every day, in the event that one or more children in the home should test positive for the COVID virus, Hephzibah is prepared to institute a much higher level of quarantine and infection prevention, as required by all regulatory authorities. Hephzibah has invested in the purchase of the highest level of PPE supplies including:

- Daily N95 masks for all staff,
- clear protective face covers,
- masks for all children,
- daily sterile, protective clothing and gloves for staff;
- additional cleaning supplies including bleach, disinfectant sprays and wipes, paper towels, etc.; and
- additional cleaning and sanitizing by the external cleaning service.

As part of the quarantine procedure, selected bedrooms and a bathroom will be isolated from the rest of the unit and a separate entrance will be used. The infected child and a single staff person will be isolated in these rooms around the clock until the child is cleared by their physician and appropriate medical personnel to reintegrate into the home. All meals will be provided in disposable containers and all supplies, equipment, games, activities and devices including Chromebooks for education will be isolated in the area for use only by the quarantined child.



## Approach

Explain how the project will meet the need described above in Section I.

From mid-March through May 31, 2020, Hephzibah has spent nearly \$24,000 for personal protective equipment, and cleaning/sanitations supplies and services for the Hephzibah Home programs. To maintain supplies and services to meet the required levels for health and safety of the children and staff, Hephzibah expects to spend up to \$10,000 each month. These are unplanned, unbudgeted expenses. In the event one or more children in the home tests positive for COVID 19, the existing store of supplies will be depleted very quickly and additional, more expensive equipment and supplies including daily supplies of N95 masks, clear protective face masks, sterile clothing covers, and gloves for all staff in the home each day, are required. The high level of quarantine will last until the infected child/children are cleared by medical personnel for reintegration into the general home population, which could be six weeks or longer. In addition, Hephzibah is required to maintain this high level of supplies, equipment and cleaning/sanitizing for the duration of the pandemic until the State of Illinois transitions to Phase 5 and operations throughout the state return to pre-pandemic levels. Thus, the cost of PPE supplies and cleaning services for Hephzibah Home only could reach \$100,000 by 2021.

Additionally, though not part of this funding request, Hephzibah is managing other significant unforeseen costs related to the COVID pandemic including Mission Incentive (hazard) pay for front-line staff and additional staffing to attend to the therapeutic and e-learning needs and demands of the children who are now confined to the group home at all times.

Describe the specific target population(s).

Each year, Hephzibah provides extensive care and therapeutic services for up to 60 severely abused and neglected children ages 3-11. The goal of the Hephzibah Home programs is to provide for the psychological, emotional and physical needs of the severely traumatized children in our care, and to integrate and deliver treatment and services that facilitate and support each child's recovery from abuse and neglect – ultimately preparing them for return to family life with biological family members or in loving foster and adoptive homes. Our objectives are to provide children with the therapeutic care and support they need; a safe, stable and nurturing living environment; essential academic support and resources; and additional enrichment opportunities. We accomplish this with the support of a skilled, diverse workforce, dozens of collaborative partners, and an engaged community of supporters and donors.

The children may reside in the home for six months up to several years and they come from a variety of racial and ethnic backgrounds. Hephzibah invests in high-quality care and low staff/child ratios. Our staff-to-child ratio is 1:3 in both the Diagnostic Treatment Center and the Residence. This ratio is significantly lower than the state-mandated ratio of 1:5 for group home environments allowing us to offer exceptional personalized care for the highest needs children.

Provide a clear and concise description of the strategies and activities used to achieve the proposed project purpose. Describe the entire project from beginning to end.

Hephzibah requests \$10,000 in CDBG COVID Funding to support the purchase of approximately one-two month supply of PPE for staff and children and cleaning and sanitation services for the Hephzibah Home programs. To provide for the health and safety of the children during the pandemic, and to minimize and prevent the spread of the virus to the children and staff, Hephzibah maintains strict protocols that are in compliance with CDC guidelines. Additionally, Hephzibah follows all the protection and reporting requirements mandated by the Illinois Department of Health, Department of Children and Family Services, and the Oak Park Department of Public Health. These protocols and measures include, but are not limited to:

- Cloth masks for all staff at all times;
- Masks for children in all common areas;
- Gloves for all food preparation and service;
- Hand sanitizer dispensers at the entrance to each unit, in all common rooms and throughout the units including in bathrooms, therapy rooms, and kitchen areas;



- Required thorough hand washing for all staff and residents throughout each shift;
- Staff temperature checks at the start and end of each shift;
- Child temperature checks two times each day;
- Cleaning and sanitizing of all surfaces at the beginning of and conclusion of all activities throughout the units, in all common areas and on outdoor play equipment.
- Daily deep cleaning and sanitizing conducted by authorized external cleaning service;
- Separate activities including on-unit dining for all children. There is no mingling of children between units; and
- Separate waste disposal for all used sanitation materials.

While these measures are enforced every day, in the event that one or more children in the home should test positive for the COVID virus, Hephzibah is prepared to institute a much higher level of quarantine and infection prevention, as required by all regulatory authorities. Hephzibah must provide the highest level of PPE supplies including:

- Daily N95 masks for all staff,
- clear protective face covers,
- masks for all children,
- daily sterile, protective clothing and gloves for staff;
- additional cleaning supplies including bleach, disinfectant sprays and wipes, paper towels, etc.; and
- additional cleaning and sanitizing by the external cleaning service.

As part of the quarantine procedure, selected bedrooms and a bathroom will be isolated from the rest of the unit and a separate entrance will be used. The infected child and a single staff person will be isolated in these rooms around the clock until their physician and appropriate medical personnel clear the child to reintegrate into the home. All meals will be provided in disposable containers and all supplies, equipment, games, activities and devices including Chromebooks for education will be isolated in the area for use only by the quarantined child. If only one child is infected, this quarantine period could last for up to six weeks. If multiple children are infected, the children and staff will be relocated to designated rooms at a local hotel until the time when the physician and medical personnel determine that they can safely return to the home. Hephzibah must be prepared to maintain this high level of supplies, equipment and cleaning/sanitizing for the duration of the pandemic until the State of Illinois transitions to Phase 5 and operations throughout the state return to pre-pandemic levels. Through the end of 2020, the cost for PPE equipment, all cleaning and disinfecting supplies and materials, and use of daily cleaning and sanitizing by the external cleaning service is expected to reach \$100,000.

## Outcomes

Project Beneficiaries for the Entire Grant Period

### All Persons

- a) 50 Total of all persons Benefiting (without regard to income or residency)
- b) 50 Number of all Very Low, Low and Mod-Income persons to be served
- c) 100 Percentage of LMI benefit ( $a \div \text{total persons} \times 100$ )
- d) 50 Number of all **Oak Park** persons benefiting
- e) 50 Number of Very Low, Low and Moderate-Income **Oak Park** persons to be served

## II. Budget Narrative

Complete and attach the budget form. Below, describe each CDBG project cost in detail (e.g. specific position FTE, dollar amount per hour or salary, type of supplies). Show the percentage of each category or FTE charged to this budget for CDBG costs.

To provide for the health and safety of the children who reside in Hephzibah Home during the pandemic, and to minimize and prevent the spread of the virus to the children and staff, Hephzibah maintains strict protocols that are in compliance with CDC guidelines. Additionally, Hephzibah follows all the protection and reporting requirements

mandated by the Illinois Department of Health, Department of Children and Family Services, and the Oak Park Department of Public Health. These protocols require extensive supplies of PPE including N95 masks, cloth masks, clear protective face shields, sterile covering for clothes, shoe covers and gloves; cleaning and disinfecting sprays and wipes; and daily cleaning and sanitizing by an authorized external cleaning service.

Hephzibah is required to maintain this level of protection and service until the State of Illinois moves to Phase 5, which public health experts project is far into 2021. Hephzibah projects a conservative budget for materials, services and staffing at \$154,676. Of this amount, Hephzibah is seeking 6.46% or \$10,000 from CDBG COVID Funding to be used for the purchase of Personal Protective Equipment, cleaning and disinfecting materials and supplies, and daily cleaning and sanitation conducted by the external cleaning service. The materials and services are for the health and safety of the 26 children residing in Hephzibah Home and for the front-line staff working in the home. All of the children served (100 percent) are victims of abuse and neglect, are residents of Oak Park, and meet all state and federal poverty guidelines.

### III. Timeline

Provide a detailed timeline.
------------------------------

July 2020 – Receipt of CDBG COVID Funding

August 2020 – Purchase of expected one-month supply of PPE for children and staff including masks, gloves, sterile clothing covers, disinfectant sprays and wipes, bleach, and daily deep cleaning by approved, external cleaning service.

September 2020 – Submit final report to Village of Oak Park detailing expenditure of all approved funds.

### IV. Virtual Signature

Virtual Signature of Authorized Official (Type Name)

Nancy Dorfman Schwartz, LCSW

Title of Authorized Official

Chief Operating Officer

Date of Application Submission

June 9, 2020

By typing the name and title above, the Authorized Official of Applicant Organization hereby affirms that the information in this application is accurate, acknowledges that he or she read the PY 2019 CDBG-CV Proposal Instructions, and agrees to the PY 2019 CDBG-CV Proposal terms and conditions stated by the Village of Oak Park.

### **ADDITIONAL APPLICATION DOCUMENTATION REQUIRED**

To submit via email with completed CDBG-CV Proposal

**Intake Sheet** (For direct benefit and limited clientele beneficiaries; please ensure that it asks for household income for all persons 18 and over based on family size and uses that most recent HUD income limits.)

**Report on methodology** and calculation used for determining the projected number and Oak Park residence of low/moderate income project beneficiaries. Explain how you figured out your beneficiary numbers.

**Current year agency budget**

**Latest certified audit** (Unless the latest audit was submitted with prior PY 2020 CDBG application. **If submitted previously, please state so.**)

**Articles of Incorporation/By-Laws** (Unless submitted with prior PY 2020 CDBG application and no changes since. **If submitted previously, please state so.**)

**Statement of Compliance with Americans with Disabilities Act (ADA)** Explain how your agency complies with the ADA in your building (or buildings).

**Resumes of CDBG-CV Project Principals** Up to date and inclusive.

**Current and Dated List of Board Members and Officers**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**PY 2019 CDBG-CV PROPOSED PROJECT BUDGET.** Project budget must include the entire project funding even if CDBG-CV is only funding a portion of the activity. You must limit your amount/percentage of Oak Park CDBG funds requested to match or be less than the proportional amount of Oak Parkers to Non-Oak Parkers served.

	1	2	3		4	5	6	7	8
Project Expenses	Total Project Costs	CDBG Request Amount	CDBG % of Total Cost		Other Revenue -List Source	Other Revenue - List Source	Other Revenue -List Source	Total Other Revenues	Other Revenues % of Costs
Please ensure that percentages, subtotals & totals are listed.				Funding Source:					
<b><u>Personnel Costs</u></b>									
Salaries	\$60,000	\$0	0%					\$0	0%
Benefits	\$0	\$0	#DIV/0!					\$0	0%
Taxes	\$0	\$0	#DIV/0!					\$0	0%
Other (Identify)	\$0	\$0	#DIV/0!					\$0	0%
<b>Subtotal: Personnel Costs</b>	<b>\$60,000</b>	<b>\$0</b>	<b>0%</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>
<b><u>Operating Costs:</u></b>									
Rent/Lease	\$0	\$0	#DIV/0!					\$0	0%
Utilities	\$0	\$0	#DIV/0!					\$0	0%
Telephone	\$0	\$0	#DIV/0!					\$0	0%
Postage	\$0	\$0	#DIV/0!					\$0	0%
Supplies	\$42,516	\$5,000	12%					\$0	0%
Mileage	\$0	\$0	#DIV/0!					\$0	0%
<b>Subtotal: Operations</b>	<b>\$42,516</b>	<b>\$5,000</b>	<b>12%</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>
<b><u>Professional/Services</u></b>									
Consultant	\$0	\$0	#DIV/0!					\$0	0%
Engineering	\$0	\$0	#DIV/0!					\$0	0%
Other (Cleaning Services)	\$52,160	\$5,000	10%					\$0	0%
<b>Subtotal: Professional Services</b>	<b>\$52,160</b>	<b>\$5,000</b>	<b>10%</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>
<b>TOTAL (all categories)</b>	<b>\$154,676</b>	<b>\$10,000</b>	<b>6%</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>



## **EXHIBIT B - ASSURANCES**

Subrecipient hereby certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Grant Funds in accordance with the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (“the Act”), and the Housing and Community Development Act of 1974 as amended, and will receive Grant Funds for the purpose of carrying out eligible community development activities under the Act, and under regulations published by the U.S. Department of Housing and Urban Development at 24 CFR Part 570. There should be no duplication of benefits from other Federal funding sources for the exact same cost for this project. Also, Subrecipient certifies with respect to its receipt of Grant Funds that:

1. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of Subrecipient to execute the agreement, all understandings and assurances contained therein, and directing the authorization of the person identified as the official representative of Subrecipient to act in connection with the execution of the agreement and to provide such additional information as may be required.
2. Subrecipient shall conduct and administer the Project for which it receives Grant Funds in compliance with:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations issued at 24 CFR Section 1 (24 CFR 570.601(a)(1);
  - b. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended; and that the Subrecipient will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing (24 CFR 570.601(a)(2))
  - c. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107. [24 CFR 570.601(b)].
  - d. Section 109 of the Housing and Community Development Act, prohibiting discrimination based on of race, color, national origin, religion, or sex, and the discrimination prohibited by Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), and the Age Discrimination Act of 1975 (P.L. 94-135), as amended and implementing regulations when published. (24 CFR 570.602);
  - e. The employment and contracting rules set forth in (a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of

the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

- f. The employment and contracting rules set forth in Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR part 135; 24 CFR 570.607.
- g. The Uniform Administrative Requirements and Cost Principles set forth in 2 CFR 200.
- h. The conflict of interest prohibitions set forth in 24 CFR 570.611.
- i. The eligibility of certain resident aliens requirements in 24 CFR 570.613.
- j. The Architectural Barriers Act and Americans with Disabilities Act requirements set forth in 24 CFR 570.614.
- k. The Uniform Administrative Requirements in 2 CFR 200.
- l. Executive Order 11063, Equal Opportunity in Housing, as amended by Executive Orders 11375 and 12086, and implementing regulations at 41 CFR Section 60.

3. All procurement actions and subcontracts shall be in accordance with applicable local, State and Federal law relating to contracting by public agencies. For procurement actions requiring a written contract, Subrecipient may, upon the Village's specific written approval of the contract instrument, enter into any subcontract or procurement action authorized as necessary for the successful completion of this Agreement. Subrecipient will remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party to undertake all or any of the Project. Subrecipient may not award or permit an award of a contract to a party that is debarred, suspended or ineligible to participate in a Federal program.

Subrecipient will submit to the Village, the names of contractors, prior to signing contracts, to ensure compliance with 24 CFR Part 24, "Debarment and Suspension."

- 4. It has adopted and is enforcing:
  - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction; against any individuals engaged in non-violent civil rights demonstrations; and
  - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

5. To the best of its knowledge and belief no Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Subrecipient, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**EXHIBIT C**  
**VILLAGE OF OAK PARK REAFFIRMATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY**  
**(EEO)**

APPENDIX V

REAFFIRMATION STATEMENT

MARCH 31, 1987

**REAFFIRMATION OF  
EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)  
VILLAGE OF OAK PARK**

It is the policy of the Village of Oak Park to afford equal opportunity in employment to all individuals, regardless of race, color, religion, age, sex, national origin, sexual orientation, disability, or status as a disabled veteran or Vietnam era veteran. The Village is committed to this policy because of legal requirements set forth in the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972, and because such principles are fundamental to Oak Park's existence as a racially and culturally diverse community. Equal Employment Opportunity within the Village government is essential if Oak Park is to effectively pursue community-wide goals of racial diversity and increased economic opportunity. EEO is, therefore, a legal, social, moral and economic necessity for the Village of Oak Park.

Chapter 13, Article III of the Code of the Village of Oak Park expressly prohibits discrimination in hiring, terms and conditions of employment, and promotions. Appeal procedures set forth in the Village Personnel Manual provide a mechanism for reporting any such practice to the Village Manager, who is empowered to hold hearings and issue decisions on such matters in behalf of the Village.

Policy statements alone are not sufficient, however, to address longstanding social barriers which have resulted in under-utilization of the skills and abilities of certain groups within our society. The Village of Oak Park, therefore, embraces a policy of affirmative recruitment, whereby specific efforts are made to attract and retain qualified female, minority, and disabled employees in the Village work force.

Responsibility for administering the Village of Oak Park's Equal Employment Opportunity/Affirmative Recruitment Plan lies with the Village Manager, who is assisted by the Human Resources Director in implementing policies which ensure Equal Employment Opportunity within the Village work force. Ultimately, however, the Village's EEO/Affirmative recruitment efforts will succeed only with the cooperation of all Village employees. Each of us is responsible for creating a work environment which encourages full participation by women, minorities and the disabled. Each of us is responsible for forging a Village work force that reflects the diversity of our community and utilizes the best talent available for serving the residents of Oak Park.



Carl Swenson  
Village Manager

Village of Oak Park  
Personnel Manual

Adopted 3/31/87



## APPENDIX D: QUARTERLY REPORT FORM

### Village of Oak Park CDBG-CV Quarterly Report, Program Year 2019 Report Unduplicated Beneficiaries

Subrecipient: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Prepared By: \_\_\_\_\_  
Quarter: \_\_\_\_\_

#### I. Narrative - Describe CDBG-CV Quarter Outcomes in detail: \_\_\_\_\_

#### II. Unduplicated Project Beneficiaries, Income Section

\_\_\_\_\_ # Total Beneficiary Persons, regardless of income.

\_\_\_\_\_ # Moderate Income Beneficiaries, 51-80% of median income.

\_\_\_\_\_ # Low Income Beneficiaries, 31-50% of median income.

\_\_\_\_\_ # Very Low Income Beneficiaries, 0-30% of median income.

\_\_\_\_\_ # **TOTAL** Very Low/Low/Moderate Income Beneficiaries (0-80% of median income).

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\_\_\_\_\_ # **TOTAL** OAK PARK RESIDENT Beneficiaries.

\_\_\_\_\_ # **TOTAL** OAK PARK Very Low/Low/Moderate Income Beneficiaries (0-80% of median income).

#### III. Beneficiaries Report

##### RACE AND HISPANIC ORIGIN

# Persons (Universe: total unduplicated beneficiary persons, regardless of income)

Note that Hispanic (or Latino) is not classified as a race by the federal government.

<i>RACE</i>	<i># ALL (Including Hispanic)</i>	<i># HISPANIC (Of This Race)</i>
White		
Black/African American		
Asian		
American Indian or Alaska Native		
Native Hawaiian or Other Pacific Islander		
American Indian or Alaska Native AND White		
Asian AND White		
Black/African American AND White		
American Indian /Alaska Native AND Black/African Amer		
Other Multi-Racial		
GRAND TOTAL CLIENTS		

## APPENDIX E: FINAL REPORT FORM

### Village of Oak Park CDBG-CV Final Report, Program Year 2019

Please complete for entire program year.

#### Report Unduplicated Beneficiaries

Subrecipient: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

Job Title: \_\_\_\_\_

#### **I. Narrative - Describe PY 2019 CDBG-CV Outcomes in detail:** \_\_\_\_\_

#### **II. Unduplicated Project Beneficiaries, Income Section**

\_\_\_\_\_ # **Total Beneficiary Persons**, regardless of income.

\_\_\_\_\_ # Moderate Income Beneficiaries, 51-80% of median income.

\_\_\_\_\_ # Low Income Beneficiaries, 31-50% of median income.

\_\_\_\_\_ # Very Low Income Beneficiaries, 0-30% of median income.

\_\_\_\_\_ # **TOTAL** Very Low/Low/Moderate Income Beneficiaries (0-80% of median income).

---

\_\_\_\_\_ # **TOTAL** OAK PARK RESIDENT Beneficiaries.

\_\_\_\_\_ # **TOTAL** OAK PARK Very Low/Low/Moderate Income Beneficiaries (0-80% of median income).

#### **III. Beneficiaries Report**

##### RACE AND HISPANIC ORIGIN

# Persons (Universe: total unduplicated beneficiary persons, regardless of income)

Note that Hispanic (or Latino) is not classified as a race by the federal government.

<i>RACE</i>	<i># ALL (Including Hispanic)</i>	<i># HISPANIC (Of This Race)</i>
White		
Black/African American		
Asian		
American Indian or Alaska Native		
Native Hawaiian or Other Pacific Islander		
American Indian or Alaska Native AND White		
Asian AND White		
Black/African American AND White		
American Indian /Alaska Native AND Black/African Amer		
Other Multi-Racial		
GRAND TOTAL CLIENTS		

↓ **OVER**

Village of Oak Park CDBG-CV Final Report, Program Year 2019

**IV. Did Beneficiary Number Change From Number Proposed in Original Application?**

\_\_\_\_\_      \_\_\_\_\_  
yes                  no

If yes, why?

**V. Funds Expended on CDBG Activity:**

**a. Total CDBG Project Funds Expended: \$\_\_\_\_\_**

**b. Other Funds Expended and their Source**

Other Federal: \$ \_\_\_\_\_ (Of *Other Federal*, that which is HUD: \$ \_\_\_\_\_ )

State \$ \_\_\_\_\_

Local Govt: \$ \_\_\_\_\_

Private: \$ \_\_\_\_\_

Other (specify source) \_\_\_\_\_ : \$ \_\_\_\_\_

Other funds Subtotal \_\_\_\_\_ : \$ \_\_\_\_\_

**c. TOTAL of All Funds Expended: \$\_\_\_\_\_**

**VI. Please Sign and Date the Form**

**Signature of Authorized Official**

**Typed or Printed Name**

**Date**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



