#### SUBRECIPIENT GRANT AGREEMENT

THIS SUBRECIPIENT GRANT AGRE	<b>EMENT</b> (hereinafter referred to as the "Agreement") is
entered into as of the day of	_ September, 2024 between the VILLAGE OF OAK PARK
Illinois (hereinafter referred to as the	"Village") and UNITED CEREBRAL PALSY SEGUIN OF
GREATER CHICAGO, an Illinois not-for	-profit corporation (hereinafter referred to as the
"Subrecipient").	

#### **RECITALS**

WHEREAS, the Village has applied for Community Development Block Grant (hereinafter referred to as "CDBG") funds from the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) (hereinafter "the Act"); and

**WHEREAS,** Subrecipient has applied to the Village for CDBG funds for the 2024 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 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.** <u>INCORPORATION OF RECITALS.</u> 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 (hereinafter collectively referred to as "the Project") are set forth in the Subrecipient's Program Year 2024 Community Development Block Grant Program Proposal attached hereto and incorporated herein by reference as <u>Exhibit A</u> (hereinafter referred to as 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 partially pay for a new fence, wheelchair lift, two new boilers and a new furnace at three of the agency's Oak Park CILAs. A total of 8 persons (8 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 sixty-two thousand two hundred and fifty dollars (\$62,250) (hereinafter referred to as 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 2024 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. <u>PAYMENT</u>.

- 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 monthly for the first quarter (a separate invoice for October, November and December, 2024, respectively) and at least quarterly for the last three quarters of the Program Year, as defined below. Final project invoices must be submitted to the Village no later than October 31, 2025. Any invoices submitted after October 31, 2025 shall not be paid by the Village.

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

- A. The Subrecipient shall perform the Project beginning October 1, 2024 and ending on September 30, 2025 (hereinafter referred to as the "Program Year").
- B. The Project shall be completed no later than September 30, 2025. 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 Housing and Community Development Act of 1974, 42 U.S.C. § 5301 et seq. (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 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 <u>Exhibit C</u>.
- 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.

K. The Project shall be administered in accordance with all applicable federal, state, and local laws, codes, ordinances, and regulations, including the federal Davis-Bacon Act and related acts, requirements, environmental regulations, and all conditions and exhibits attached hereto. Eligible costs are limited to those associated with the scope of the Project described herein. It is mutually understood that allocated funds are to be expended by the Subrecipient. The Subrecipient shall provide documentation to the Village as required to sufficiently document financial compliance, the beneficiaries of the Project, and compliance with applicable laws concerning equal opportunity and non-discrimination. This Agreement is subject to the completion of the environmental review in accordance with 24 CFR Part 58 and HUD regulations set forth in 24 CFR Part 58, as amended. The Village shall receive approval of a "Request for Release of Funds" from HUD before the Subrecipient enters into any written contracts pursuant to this Agreement. If the environmental review requires conditions to mitigate any environmental impacts, the Village shall enter into an agreement with any applicable purchaser and ensure any conditions set forth in the environmental review shall be undertaken.

#### 7. REPORTING AND RECORD KEEPING.

- A. <u>Subrecipient's Maintenance of Required Records</u>. 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 timesheets, 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.
- В. 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 given 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, listed below. 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.

The following timeline shall be applicable:

1st Quarter:October-December, 2024Progress report due by January 15, 20252nd Quarter:January–March, 2025Progress report due by April 15, 20253rd Quarter:April–June, 2025Progress report due by July 15, 2025

4<sup>th</sup> Quarter: July–September, 2025 Progress report/Final report due by October

15, 2025

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. Penalty for Late Submission of Quarterly Reports or Final Report. In the event the Subrecipient does not provide the Village with any report within the required time period, the Village shall withhold \$25.00 from the Grant Funds for each business day the report remains overdue. Funds charged for failure to submit a required report shall be deducted from the total Grant Funds and the amount allocated to reimburse for the scope of services shall be reduced accordingly. It is the Subrecipient's sole responsibility to be aware of the reporting schedule and to provide the Village with timely reports.

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

#### 8. MONITORING AND PERFORMANCE DEFICIENCIES.

- A. <u>Village Project Monitoring.</u> 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. <u>Performance Deficiency Procedures.</u> 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. <u>Unresolved Performance Deficiencies</u>. 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. <u>By Fulfillment</u>. This Agreement will be considered terminated upon fulfillment of its terms and conditions.
- B. <u>By Mutual Consent</u>. 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. <u>Lack of Funding</u>. 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. <u>For Cause</u>. 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. <u>Termination for Illegality</u>. 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 funds on hand, and any accounts receivable attributable to the use of CDBG funds.

- B. Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) in excess of \$25,000 must be either:
  - Used to meet one of the national objectives in Section 570.208 for a period of five years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
  - 2. If not so used, Subrecipient shall then pay to the Village an amount equal to the current market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property, which payment shall be considered program income to the Village, as required by law. Such change in use or property disposition will be reported to the Village within 30 days of the intent to dispose of said property. Promissory notes, deeds of trust or other documents may additionally be negotiated as a term for receipt of funds.
- C. If Subrecipient intends to dispose of any real property acquired and/or improved with CDBG 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.
- D. 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 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.
- **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: For Subrecipient:

Community Services Administrator Executive Director

Village of Oak Park United Cerebral Palsy Seguin of Greater Chicago

123 Madison Street 3100 S. Central Avenue Oak Park, Illinois 60302 Cicero, Illinois 60804

- 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 executes 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.

### 

Title:

Date:\_\_\_\_\_\_, 2024

Title: Village Clerk

Date:\_\_\_\_\_\_, 2024

## EXHIBIT A SUBRECIPIENT'S PROPOSAL

Submission information

Form: Village of Oak Park Community Development Block Grant (CDBG) Submission Form [1]

Submitted by seguin Wed, 2024-02-21 11:57

172.16.0.102

#### Applicant Information -

Provide the following information about your organization and the project your organization is proposing.

#### 1. Organization Name

United Cerebral Palsy Seguin of Greater Chicago (a.k.a. UCP Seguin)

#### 2. Organization Mailing Address

3100 South Central Avenue, Cicero, IL 60804-3956

#### 3. Organization Phone Number

708-863-3803

#### 4. Executive Director

Joseph Mengoni, President/CEO

#### 5. Executive Director's Email Address

jmengoni@ucpseguin.org

#### 6. Unique Entity Identifier (UEI#)

**MUKEMZRBKJ98** 

#### 7. Project Manager/Primary Contact for proposal

Inga Sandoval, Vice President of Property Management

#### 8. Did you attend the mandatory PY2024 grants workshop?

Yes

#### If yes, who from your organization attended?

Jim Haptonstahl and Bill Brooks

#### What is your organization's fiscal year?

July 1 to June 30

#### B. Agency Overview

#### 1. Background and Need

UCP Seguin took root in 1949 when a group of parents in Chicago's western suburbs began providing day school classes for their children with disabilities in a church basement – the first pilot program for community-based special education in Illinois. From this early informal

alliance, the parents founded a formal organization, transferring all programs to the newly incorporated Seguin Services Inc. in 1976. Its formal Community Integrated Living Arrangement (CILA) group home program was established in 1985, and its "You Hold The Key" Initiative to raise funds to renovate its CILA homes began in 2001. In 2013, Seguin merged with United Cerebral Palsy Association of Greater Chicago to become UCP Seguin.

UCP Seguin's mission: "We believe that all people, regardless of ability, deserve to achieve their potential, advance their independence, and act as full members of the community. So, we stop at nothing to provide life skills training, assistive technology, meaningful employment, and a place to call home for people with disabilities, as well as specialized foster care for children. Our goal: Life without limits for people with disabilities."

Through its You Hold The Key Initiative in Oak Park, UCP Seguin has received funding from the Oak Park CDBG program for rehabilitation projects and other capital improvements efforts in Oak Park nearly every year since 1999. Quarterly reports on these activities usually have been filed with the Village of Oak Park by its reporting deadlines. The project's programmatic, financial, and management activities that occurred during the previous three months are the primary focus of these reports.

While its current PY2023 project still is in process, UCP Seguin has successfully completed every project funded by the Oak Park CDBG program over the past three decades. Each of UCP Seguin's six CILA group homes, and its Levinson Center training site, in Oak Park have been rehabilitated to some degree through Oak Park CDBG program funding at one time or another. Rehabilitating these sites is always a challenge, but UCP Seguin's staff and contractors have extensive experience in all matters of renovation, and none has been insurmountable. Finding additional private funding support for these projects has been difficult, but UCP Seguin's Development Department has been equal to the task.

In 2017, UCP Seguin became a founding partner and lead agency in the They Deserve More Coalition, a collaboration among 90 provider agencies and statewide associations focused on addressing the needs of people with intellectual and developmental disabilities (IDD), principally through raising wages for Direct Support Professionals (DSPs). UCP Seguin and other community providers across Illinois face a severe crisis in recruiting and retaining DSPs, who work closely with participants with IDD daily across all their various service domains. Due to the strong advocacy efforts of the Coalition, the Illinois General Assembly has approved seven consecutive annual budgets resulting in an 82% increase in wages for DSPs - after nine years of no rate adjustments.

UCP Seguin's Infinitec Social Services Coalition is a collaborative of 60 member agencies from across Illinois convened quarterly to discuss best practices in serving their participants with IDD and to inform its Infinitec leadership of their resultant needs for a wider range of more cost effective and less duplicative online professional development trainings and other resources for their staffs.

UCP Seguin is one of 15 organizations comprising the Leadership Council of the Intersect for Ability Network, a collaborative of 38 agencies in the Greater Chicago area and beyond serving individuals with IDD of all ages. Funded by The Coleman Foundation, the Network meets frequently to develop, fund, implement, and evaluate collaborative programs and community initiatives among its member agencies that reduce duplication and emphasize meaningful employment and purposeful activity, staff training and retention, transitioning students to adult service provision, and clinical services.

UCP Seguin is also an active member of collaboratives run by other organizations. Its staff attends regular meetings of community mental health authorities in its service areas (i.e.,

townships of Berwyn, Cicero, Milton, Oak Park, Proviso, River Forest, and Riverside), which convene to share ideas and build partnerships. It has served as lead organization in the Oak Park-River Forest Intellectual and Developmental Disabilities Consortium, which publishes a resource directory of services and supports for children and adults with IDD. It maintains active relationships, affiliations, and memberships in the following organizations and coalitions: American Association on Intellectual and Developmental Disabilities; The Arc of Illinois; CARF International; Intersect for Ability Network; Oak Park & River Forest Intellectual & Developmental Disabilities Consortium; Praesidium; United Cerebral Palsy; and, numerous chambers of commerce.

#### 2. Type of Organization

Non-profit

## 3. Does your organization meet the national objective of benefitting low to moderate income persons?

Yes

#### 4. CDBG Eligible Populations

Severely disabled adults

## 5. How is Diversity, Equity, and Inclusion (DEI) incorporated in your request for CDBG funds?

DEI is incorporated in UCP Sequin's request for CDBG funds in several ways. Concerning diversity, we project that three (38%) of the eight residents of the three project homes will be racial or ethnic minorities (i.e., Black). This racial/ethnic percentage closely aligns with the proportion of racial/ethnic minorities present in Oak Park's general population (40% per most recent U.S. Census data). In terms of equity, UCP Seguin provides services to residents with IDD in each of its group homes recognizing their particular identities across multiple racial, gender, and other domains, offering supports tailored to each of their individual circumstances. Staff take into consideration each resident's unique qualities, conditions, circumstances, abilities, and goals and adjust services and considerations accordingly to improve not only their access to employment, social, and other opportunities but also their potential for positive outcomes from participation in these opportunities. Inclusion is built into the CILA model, emphasizing the "Community Integrated" element of the group home program. Each CILA home is located in a neighborhood, on a scattered site basis, in which the residents can participate as full members of their community, interacting with neighbors, developing friendships, accessing community venues for working, shopping, recreating, and learning, and being welcomed, celebrated, and truly included within the community by fellow residents in the richly diverse Oak Park community. At the same time, UCP Seguin encourages residents to listen actively to one another, understand and accept their differences, and work cohesively as a team to improve the quality of their lives in their homes and community.

UCP Seguin has taken numerous steps in recent years to implement DEI throughout its organization. These efforts began in 2007 with an assessment of its staff's cultural competence, which led to the development of a formal Cultural Competency Plan and subsequently the establishment of a staff-run committee and the beginning of staff training about these and related issues.

UCP Seguin recently completed a new Strategic Plan (available on its website) featuring six new Strategic Initiatives to guide the organization's efforts from 2023 to 2025. As part of that plan, UCP Seguin's community gathered to renew its commitment to its mission and establish new Vision, Values, and Equity Statements, the latter of which is included below: "Our commitment to social equity extends to every person and every circumstance impacted

by unfair and unbalanced treatment. At UCP Seguin, it is our belief that all people, regardless of ability, deserve every opportunity to achieve their potential, advance their independence, and act as full members of the community. We embrace our diversity, and our commitment encompasses the creation and preservation of a culture of inclusion and belonging. We strive to create an organization where everyone is affirmed in their respective distinctions. Our goal: to ensure that every individual within our community understands, embraces, and values their uniqueness."

Two years ago, UCP Seguin redefined and dramatically expanded its Management Team, actively promoting Black, Indigenous, Latinx, People of Color (BILPOC) and female staff to leadership positions. Among the 39 staff now on its Management Team, 51% are BILPOC (33% African American and 18% Latinx). Of its members, 69% are now female and 31% are male. Its President/CEO and seven departmental Chief Officers together make up its Officers Team and are members of its Executive Team and Management Team. On the Officers Team, 75% are female and 25% are male. Four of the eight (50%) members of its Officers Team are now BILPOC. Persons identifying as BILPOC in leadership positions are now covering all facets of its organization including operations, programming, finance, assistive technology, and foster care. BILPOC staff now lead every one of UCP Seguin's nine major service areas. Members of its Management Team themselves lead a service staff that is overwhelmingly BILPOC (87%), with 63% being African American, 22% being Latinx, and 2% Asian American.

Ms. Dani Chitwood, UCP Seguin's Vice President of People, Equity, and Culture, leads its DEI initiatives. She is one of four top staff who led the development of UCP Seguin's new Strategic Plan, which addresses numerous DEI policies and activities. Two years ago, Dani established UCP Seguin's monthly Courageous Conversations webinar series, designed to train its Management Team and other leadership staff on DEI issues. Attendance at these webinars is mandatory for all 44 of our Management Team staff, but on average more than 100 staff across multiple levels of the organization attend.

### 6. Does your organization have a DEI policy?

Yes

### **DEI** policy

ucp seguin - dei policy.pdf [2]

### 7. Did you return any CDBG funds in PY2022?

No

### If you returned funds, please explain why

Not applicable.

#### C. Project Narrative

#### 1. Project Title

"You Hold The Key" Initiative in Oak Park

#### 2. Project Description

The purpose of UCP Seguin's You Hold The Key Initiative in Oak Park is to secure sufficient funding from public and private sources so that the organization can afford to provide safe, secure, accessible, and energy-efficient housing and other services to the adults with IDD it serves within its six CILA group homes and one Community Day Services center in Oak Park.

This year, CDBG funds will be used at three of its CILA homes in Oak Park:

#### 436 South Taylor Avenue:

- The home's existing wooden fence on its south alley side is more than 25 years old. Its post and fence sections show severe warping and deterioration from age. Since the home is located adjacent to an alley, the fence provides much needed privacy and security for the home and its residents with IDD. The plan is to install approximately 67 linear feet of 6' vinyl privacy fence, with a gate set on steel posts.
- The home's existing exterior wheelchair lift was installed in 2010 and is now 14 years old. The life span of exterior lifts exposed to the elements is approximately 10 years. Its pan and ground contact points show severe deterioration due to rain and snow. The plan is to replace this lift with a new one that has a capacity for 750 lb.

#### 134 South East Avenue:

• This home's two existing hot water boilers for radiator heat are now 22 years old and have reached the end of their life expectancy. The plan is to install two new boilers, one each for the home's first and second floors.

#### 1045 South Highland Avenue:

• This home's existing second floor furnace was installed in 1998 and, at 26 years old, it has outlived its life expectancy. The plan is to install a new 80,000 BTU, high efficiency gas furnace, and new air conditioning coil, for its second floor.

#### 3. Project Location (if different from above)

The project locations are not different from those detailed the above.

4. Which eligible activity will be reached/met through this project with CDBG funds? Handicapped Services (05B)

## 5. Describe how your proposed program will meet the eligible activity with CDBG funds

UCP Seguin's You Hold The Key Initiative in Oak Park is designed to raise the public and private funds necessary to repair and renovate the agency's CILA group homes, Community Day Services sites, and other facilities. These locations are devoted exclusively to the provision of "handicapped services" to "severely disabled adults" – the latter being designated as a CDBG-eligible population earlier in this application. Adults with IDD are considered by both the U.S. Department of Housing and Urban Development and the U.S. Census Bureau to be severely disabled

(https://www.hud.gov/sites/dfiles/CPD/documents/CDBG-Memorandum-Developmentally-Disabled-Meet-Census-Definition.pdf).

#### D. Approach

For many years now, advocacy groups have been encouraging the State of Illinois to close State-run institutions for adults with IDD and move them into CILA group homes and other community-based housing and supportive alternatives. In addition, individuals with IDD who reside with their families have increasingly sought such CILA and other group home opportunities to gain greater independence and community inclusive options. The State's waiting list – called the Prioritization for Urgency of Need for Services (PUNS) list – has grown to more than 15,700 individuals seeking a variety of community-based services, with nearly 7,500 persons in need of residential/CILA services. With the aging of the Baby Boom generation, this need for residential services continues to expand. The need for such CILA group homes is especially critical in metropolitan Chicago, including Oak Park.

Beyond providing safe, secure, and welcoming shelter, CILA group homes offer their residents

with IDD the stability to develop life skills, gain and retain nearby employment, build friendships and a sense of community belonging, and live more independently with less stigma among their non-disabled peers. Adults with IDD across all levels of impairment – from mild and moderate to severe and profound – and their parents and other caregivers have sought out admission to CILA group homes rather than State-run facilities.

As demand for CILA residence has increased, UCP Seguin has purchased and rehabilitated or built dozens of CILA group homes to house and support its participants. UCP Seguin now operates more than 70 such homes located in 40 west and southwest suburban communities of metropolitan Chicago, including its six homes in Oak Park. These homes are licensed by the Illinois Department of Human Services (DHS) as group home residential programs under CILA guidelines. All these homes are continually full, and beds are quickly filled when they become vacant. UCP Seguin currently has over 300 adults with IDD on its wait list for CILA group home vacancies.

Because most of its CILA homes come from aging housing stock, they often require initial and periodic renovations to render them safe, secure, accessible, and energy efficient for their adult residents with IDD. As a result, renovation, repair, and regular maintenance of these homes is a constant concern for UCP Seguin. Current funding through the State of Illinois for UCP Seguin's CILA group home program covers most costs for the delivery of its services, as well as a modest stipend for mortgage payments. These funds do not, however, cover the costs of rehabilitation or renovation of its sites. Rather than choosing to use operating funds to cover these costs, and thus taking away critical revenues needed for service provision, UCP Seguin instead makes grant and other requests to public and private sources for support of such capital projects.

Three of UCP Seguin's CILA group homes in Oak Park (436 South Taylor Avenue, 134 South East Avenue, and 1045 South Highland Avenue) currently are in particularly significant need of rehabilitation to ensure their accessibility, health, and safety for their residents. The need for renovation of these three homes was mentioned earlier. They will be improved as part of UCP Seguin's You Hold The Key Initiative in Oak Park.

The primary components of the Initiative are to:

- Identify the rehabilitation and renovation needs in UCP Seguin-owned properties including its CILA group homes, Community Day Services sites, and other facilities. Each year, UCP Seguin completes an in-depth process to identify the rehabilitation and renovation needs of all its properties. Among those properties regularly reviewed are its six CILA group homes in Oak Park.
- Identify potential funding sources to meet these needs. UCP Seguin has identified potential funders, including the Oak Park CDBG program and several foundations, corporations, and individuals, as possible donors to this initiative.
- Submit grant applications and other direct requests to these sources for funds to cover these needs. UCP Seguin is in the process of submitting grant requests to potential funders. Its request to the Oak Park CDBG program is one such request, specific to the three properties in Oak Park for activities eligible for CDBG support. UCP Seguin includes its You Hold The Key Initiative in Oak Park as part of its solicitations made periodically to persons or entities identified as possible major donors.

It is UCP Seguin's hope that funders, such as the Village of Oak Park, will provide CDBG funds for the critical rehabilitation needs of UCP Seguin's properties in Oak Park. In so doing, The Village can claim to "hold the key" to UCP Seguin's success in providing safe, secure, accessible, and energy efficient CILA group homes and other sites for the adults with IDD it serves in Oak Park.

The project's rehabilitation and renovation activities for UCP Seguin's Oak Park homes and

other sites include activities that may be accomplished through CDBG funds and those that may be completed via alternative sources of funding. For example, UCP Seguin's activity plans also include updating furnishings, appliances, and landscaping, which it will undertake by obtaining alternative funds.

UCP Seguin will undertake as many of the project activities as there are funds to complete. That is, if it does not receive all the funding requested from the Oak Park CDBG program, then UCP Seguin will proceed with as many of its top priority activities as it can with the funds that are allocated. This may mean that less work will be completed at a targeted property. UCP Seguin will continue to seek alternative funding from multiple sources to underwrite all the costs of that property, but those funds must be spread across the many other properties that UCP Seguin operates (more than 70 CILA group homes alone), maintains, and improves across more than 30 primarily western and southwestern suburban communities of Chicagoland. Any activities left incomplete may have to be postponed until its FY2026.

# Is this a new or a quantifiable increase in the level of existing service from a PY23 program?

Yes

## **Total Oak Park Low/Moderate Income Persons Served Annually** 126

#### Persons served form

ucp\_seguin\_- persons\_served\_form.xlsx [3]

E. Budget Narrative

#### **Budget Worksheet**

ucp seguin - budget worksheet.xlsx [4]

#### 1. Total CDBG dollars requested

\$ 65,250

#### 2. Total project budget

\$ 72,500

#### 3. Budget description

All the costs expended for this project will be for construction only. Total construction costs are estimated to be \$72,500. UCP Seguin bases its construction budgets both on previous bids it has received for this type of work over many years and on an initial professional estimate from an experienced general contractor the agency has used often in the past. The estimate for the three sites constituting this overall project is included in the Support Statements attachment.

The breakdown of the construction budget for the 436 South Taylor Avenue home is as follows:

• Demolish existing alley fence and install approximately 67 linear feet of 6' vinyl privacy fence, with a gate set on steel posts.

Projected Cost Estimate: \$26,000.

• Replace the existing exterior wheelchair lift with a new one that has a capacity for 750 lb. Projected Cost Estimate: \$17,000.

The breakdown of the construction budget for the 134 South East Avenue home is as follows:

• Remove two old boilers and install two new ones, one each for the home's first and second

floors.

Projected Cost Estimate: \$22,000.

The breakdown of the construction budget for the 1045 South Highland Avenue home is as follows:

• Remove the old gas furnace and install a new 80,000 BTU, high efficiency one, and new air conditioning coil, for the home's second floor.

Projected Cost Estimate: \$7,500.

UCP Seguin is requesting an Oak Park CDBG program investment of \$65,250 of the total \$72,500 project cost. An Oak Park CDBG award would amount to a cost of \$9,063 per Oak Park resident impacted accounting for the total project cost (\$72,500 divided by eight residents = \$9,063), and \$8,156 per Oak Park resident using Oak Park CDBG funding (\$65,250 divided by eight residents = \$8,156). UCP Seguin will solicit funding for the remaining \$7,250 in capital contributions from private foundations, corporations, and individuals.

#### F. Program Eligibility -

#### 1. Meeting Outcomes

A grant of \$65,250 from the Oak Park CDBG program will provide UCP Seguin with the largess it needs to complete most the projects' rehabilitation activities. UCP Seguin's Development Department will secure the remaining \$7,250 in matching funds through solicitations of private funding sources including foundations, corporations, and individuals.

The rehabilitation projects themselves will be supervised by Inga Sandoval, UCP Seguin's Vice President of Property Management, who has already determined the work that needs to be completed on these homes. Once Oak Park CDBG program funds have been awarded, she will begin the process – in conjunction with Village of Oak Park's Community Development staff – of acquiring bids from contractors and, with the approval of Irene Rivera, Chief Financial Officer and Cheryl Witkowski, Director of Finance, she will hire the general contractor(s). With the approval of Ms. Sandoval, the labor and materials used to rehabilitate these homes will be acquired by the general contractor(s).

Once rehabilitation work begins on each home, Ms. Sandoval will visit them regularly to ensure that the work is being conducted properly and on schedule. All rehabilitation work will be completed exclusively by the chosen general contractor and/or his/her employees/subcontractors, using equipment either owned directly, or rented, by that general contractor. No rehabilitation work will be completed by UCP Seguin employees or the residents of these homes. Ms. Sandoval will work with Jim Haptonstahl, UCP Seguin's Vice President of Institutional Giving, to aggregate the project work into quarterly CDBG reports, then they will submit such reports to Village of Oak Park staff. The reports will indicate the number of beneficiaries of the actual work in relation to the proposed number of beneficiaries, while accounting for the impact of the project work on the quality of life for the low-income residents with IDD impacted. Ms. Sandoval and Mr. Haptonstahl will work to ensure that all proposed beneficiaries will be served and positively affected by the project.

Ms. Sandoval will be responsible for keeping records of contractor quotes, invoices, check requests, and multiple other elements of the projects' implementation, while assuring that costs fall within the projects' budgets and contractual agreements. UCP Seguin's Accounting staff will also track all expenses and revenues associated with the projects. These records will be provided by Ms. Sandoval to UCP Seguin's Accounting staff for their use in preparing its annual financial statements to be verified by an outside auditing firm, with results

incorporated by that firm into the final audit report.

Anonymous "Resident Satisfaction Surveys" will be distributed to residents of these homes (or their parents/caregivers) by program staff within a month after the completion of all rehabilitation work. The residents may complete the surveys themselves or they may be assisted by their parents/caregivers/Case Managers. Completed surveys are to be mailed or otherwise sent directly to Ms. Sandoval, who will analyze the results in relation to goals for the project. A sample of the Resident Satisfaction Survey instrument is included in the attached "UCP Seguin - Project Client Evaluation Tool.pdf."

#### 2. Successes and challenges

UCP Seguin has successfully completed every renovation project ever funded by the Oak Park CDBG program. That includes dozens of improvements to its CILA group homes and Community Day Services site in Oak Park since at least 1999. Challenges have typically included weather postponements, labor and material shortages, and unforeseen damage to these properties discovered during demolition. Fortunately, most of the projects funded by the Oak Park CDBG Program are relatively small and can be completed within the one-year period of a grant, even with significant delays.

As was expected, the past four years of the COVID-19 pandemic caused significant disruption in supply chains, increases in material costs, and a continuing scarcity of labor. UCP Seguin has addressed these challenges in several ways. Its Vice President of Property Management, Inga Sandoval, has worked diligently early on in her projects to ensure that selected general contractors have determined and ordered all the supplies, materials, and equipment needed to complete these projects. As a result, most of these items are onsite before subcontractors arrive. That way materials costs also have been locked in early in the process. Weekly, and even daily, contact with each project's general contractor has reduced times when items are late in arriving or subcontracted labor has not shown up at a site. Some of these challenges have become less concerning because the pandemic has increasingly become endemic and things have returned to a more "normal" status.

#### 3. Intended accomplishments

Through its You Hold The Key Initiative in Oak Park, UCP Seguin intends to obtain Oak Park CDBG funding to cover the majority of the costs of the rehabilitation improvements to its CILA group homes located at 436 South Taylor Avenue, 134 South East Avenue, and 1045 South Highland Avenue in Oak Park, as described in its answer to Questions C.2. and E.3. above.

UCP Seguin plans to complete all the CDBG-eligible rehabilitation activities covered by this grant within The Village of Oak Park's upcoming program year of October 1, 2024 to September 30, 2025. Please note that the residents of these three CILA group homes will not be involved in any way in the rehabilitation of their homes. Residents are responsible only to undertake routine domestic chores (i.e., cleaning, laundry, basic meal preparation, etc.), lawn care, and other tasks that they can accomplish.

All the improvements resulting from UCP Seguin's You Hold The Key Initiative in Oak Park will enhance the properties, which are designed to create accessible, functional, safe, and energy-efficient spaces for adults with IDD. In turn, these projects will improve the mobility, health, and comfort of the residents, contributing to improved basic skills of daily living, while facilitating greater acceptance and integration of them into the community. The immediate impact of these rehabilitation activities will be minimized because most of the work will take place during the business day when these residents either will be at work or at UCP Seguin's Community Day Services center in Oak Park. If they are in the home during rehabilitation, they will be moved to other parts of the home or taken via paratransit to an alternate location. The residents will be made aware of the work to be performed weeks in advance.

The long-term goal of UCP Seguin's You Hold The Key Initiative in Oak Park is to ensure the accessibility, health, safety, and functional skills of the adults with IDD who reside in its CILA group homes in Oak Park. To accomplish this long-term goal, the following short-term goals will be accomplished during the funding period:

- A. One hundred percent (100%) of the two adults with IDD in the Oak Park CILA home at 436 South Taylor Avenue will gain a greater sense of accessibility, safety, health, and functionality because of the installation of the new fence and the utilization of the newly installed wheelchair lift.
- B. One hundred percent (100%) of the three adults with IDD in the Oak Park CILA home at 134 South East Avenue will gain a greater sense of accessibility, safety, health, and functionality because of the new heating system installed there.
- C. One hundred percent (100%) of the three adults with IDD in the Oak Park CILA home at 1045 South Highland Avenue will gain a greater sense of accessibility, safety, health, and functionality because of the new heating and cooling system installed there.
- D. One hundred percent (100%) of the eight adults with IDD who reside in the three targeted project homes will express satisfaction with the project work as indicated in "Resident Satisfaction Surveys" completed by themselves or through assistance from their DSPs, parents, or caregivers.

#### 4. Project management process

While the three homes are designed to serve a total of eight residents, there are currently a total of two temporary vacancies in one of these homes. UCP Seguin already has identified the two individuals with IDD who will move into this home in coming months, such that all beds in the project homes will be filled well in advance of the time renovations could start for PY2024 (around October 1, 2024).

UCP Seguin employs a variety of outreach and marketing methods to promote access to services for persons with IDD. It encourages referrals to its CILA group home program and its many other programs and services through its website, blast e-mails, social media, Building Bridges to the Future Transition Initiative, frequent communications with partner agencies in its service area through the Intersect for Ability Network (funded by The Coleman Foundation), and other marketing mechanisms. That stated, referrals of qualified participants must be funneled to UCP Seguin by its local area Independent Service Coordination (ISC) agencies that gather and verify income and other data first before referrals can be forwarded to UCP Seguin and other service providers. The ISC agency serving Oak Park is Suburban Access Inc.

Related to their work in determining the income and needs of potential participants, these ISC agencies will:

- 1. Give a potential Ligas Class Member (person with IDD) pre-admission screening services for eligibility to make sure that all federal and state pre-admission screening laws and regulations are met.
- 2. Assess individuals who want Medicaid-funded services in an IDD setting and who are Medicaid eligible or are expected to become Medicaid eligible within 60 days.
- 3. Conduct and arrange for assessments needed to complete the screening process for an individual.
- 4. Determine the service needs for individuals based on assessments and evaluations, including the presence of an IDD, the need for 24-hour nursing care, and the need for active treatment for the IDD.
- 5. Screen for quardianship needs.
- 6. Educate individuals and families, present all options, and help with the service selection process.

- 7. Link individuals to needed services.
- 8. Complete all documentation to support the ISC agency's determinations and supply necessary information to UCP Seguin or another potential service provider.

#### 5. Income Documentation

To qualify for UCP Seguin's services, including CILA group home residency and services, applicants must first be assessed as eligible for Medicaid waiver funding, which is funneled through the State of Illinois to providers such as UCP Seguin for services to people with IDD. During the intake process, UCP Seguin's Client Benefits Coordinator collects information on income from applicants using an Annual Benefits Summary form, a sample of which is available upon request. The Client Benefits Coordinator than confirms with the State's Medicaid office the information on household income collected. The people UCP Seguin serves all have a previous diagnosis of at least one recognized IDD (a presumed beneficiary category) and, in almost every instance, are in the "very low income" or "low income" categories per HUD's poverty guidelines for Oak Park.

UCP Seguin's intake staff uses the following standard process to determine eligibility for the agency's programs. First, each adult (or their parents or caregivers) applying for UCP Seguin's programs and services must complete a lengthy Adult Services Application form, a sample of which is available upon request. This form helps the intake staff gather personal data on the applicant including contact information, social security number, guardianship status, and the types of services for which they are seeking, including their timeline for residential services. The form also helps collect the applicant's developmental data, medical history, specialized services that might be needed, educational and other formal programming background, work history, social data (i.e., likes, dislikes, etc.), daily living skills, family history, and family support information. If applicants are deemed by the intake staff to be eligible for services, they are placed on appropriate program waiting lists and are contacted when positions become available. Those considered to be ineligible are referred to other agencies for appropriate assistance. For UCP Seguin's CILA group home program, it can take as little as one month, or up to 24 months, for a position to become available.

The accuracy and completeness of participant files are initiated through the development of each participant's Individual Future Plan (IFP). During each initial and annual IFP process, a UCP Seguin Case Manager completes an IFP form during an interview with a participant, his/her parents, and any other advocates chosen by/for the participant. The IFP form helps the Case Manager to confirm previously obtained information, assessments, evaluations, and screenings. It covers current social and case management services provided, vocational arrangements, family/guardian relationships, referrals, benefit information, medical and psychological history, behavioral assessments, residential arrangements, the previous action plan, and many other pieces of information. All this data is then analyzed by the case management team to set goals for the participant's activities of daily living, economic independence, community integration in work/recreational/leisure, self-administration of medications, appropriateness of current placements, and other recommendations. Upon conclusion of the IFP process, both the Case Manager and the participant or his/her parents/guardians must sign the IFP. From this point onward, program staff working with the participant continually refer to the IFP to guide their service delivery and recordkeeping.

As stated in Section 8.1. of UCP Seguin's Governance and Executive Policies and Procedures, "Confidentiality is a basic element of the operation of UCP Seguin. To protect the confidentiality of families and participants supported by the organization, no information concerning these individuals is to be discussed with anyone except as may be necessary for the legitimate business of the board. Participant information shall be kept strictly confidential. Only those authorized personnel directly responsible for services to a participant shall discuss or have access to this information. Care shall be exercised to be certain that

unauthorized individuals do not overhear discussion of confidential information. Employees and directors of UCP Seguin understand and agree that during their employment and/or service they may obtain information and documents which are confidential and/or privileged and proprietary in nature and which must be kept confidential both during and after their term of employment or service. As such, all employees and directors are required to return any such documents containing privileged or confidential information at the time of the termination of employment or expiration of service. Any such employee or director that divulges confidential or privileged information, whether during or after his term of employment or service, is subject to appropriate discipline, including dismissal, or possibly criminal sanctions. Employees and directors recognize that UCP Seguin has a proprietary interest in any such information and/or documents and would be irreparably damaged as a result of any disclosure or dissemination thereof. Breaches of confidential information are subject to disciplinary action up to and including immediate termination and/or removal. In addition to board privacy and confidentiality, it is the board policy that the organization's operations and procedures be compliant with all relevant HIPAA regulations."

#### 6. Procurement and Management Process

UCP Seguin's Vice President of Property Management, Inga Sandoval, will direct the completion of the rehabilitation activities funded by the Oak Park CDBG program. Ms. Sandoval has extensive experience in procuring bids for the maintenance, rehabilitation, and renovation of UCP Seguin properties (see her résumé in the attached "UCP Seguin - Resumes.pdf"), especially those projects covered through CDBG funds from Oak Park and other area Community Development funding entities. As such, Ms. Sandoval employs processes for procurement and project management specifically attuned to federal CDBG regulations and local codes. She also works in conjunction with appropriate members of UCP Seguin's Management Team to ensure she has taken all appropriate steps to secure bids, select general contractors, manage project work, and ensure project completion.

Following the bidding process, Ms. Sandoval will work with the Village of Oak Park's Development Customer Services staff to decide on the most competent, cost-efficient, and reliable general contractor and to finalize contracts for all work. As part of the bid procurement process, Ms. Sandoval will work to identify and solicit bidders, respectful of the need to work with minority and women-owned businesses whenever possible. She will also see that the selected contractors abide by Village permitting processes and regulations. With support and assistance of appropriate members of UCP Seguin's Management Team, Ms. Sandoval will inspect the work in progress, and at its completion, to ensure that the highest quality workmanship is achieved by the general contractor.

The participant feedback process is summarized in the attached "UCP Seguin - Project Client Evaluation Tool.pdf."

#### 7. Public Facility Improvement Details

Yes, UCP Seguin does require additional fundraising to complete the requested project. As stated in its attached Budget Worksheet, UCP Seguin will raise the remaining 10% (\$7,250) of the total project expense from individual donations and other discretionary revenues/gifts. The funds will be secured by September 30, 2024, just prior to the beginning of Oak Park CDBG's PY2024. The project will begin on October 1, 2024 and all components of it will be completed no later than September 30, 2025. More on the project's activities each month is detailed in UCP Seguin's Timeline attachment.

#### Attachments

Attach the following documents, with the saved name formatted as required (see Application Instructions).  $$_{25}$$ 

#### **Timeline**

ucp seguin - timeline.pdf [5]

#### Logic model

ucp seguin - logic model.pdf [6]

#### **Articles of Incorporation and By-Laws**

ucp seguin - articles of incorporation and by-laws.pdf [7]

#### **Non-Profit Determination (IRS Letter)**

ucp seguin - non-profit determination irs letter.pdf [8]

#### **List of Board of Directors**

ucp seguin - list of board of directors.pdf [9]

#### **Organizational Chart**

ucp seguin - organizational chart.pdf [10]

#### Resumes

ucp seguin - resumes.pdf [11]

#### **Financial Statement and Audit**

ucp\_seguin\_-\_financial\_statement\_and\_audit.pdf [12]

#### **Conflict of interest statement**

ucp\_seguin\_- conflict\_of\_interest\_statement.pdf [13]

#### **Anti-lobbying statement**

ucp\_seguin\_-\_anti-lobbying\_statement.pdf [14]

#### **EEO Form**

ucp seguin - eeo form.pdf [15]

#### Statement of ADA Compliance

ucp seguin - statement of ada compliance.pdf [16]

#### **Support Statements**

ucp seguin - support statements.pdf [17]

#### **Project client evaluation tool**

ucp seguin - project client evaluation tool.pdf [18]

#### **Beneficiary Form**

ucp\_seguin\_-\_beneficiary\_form.pdf [19]

#### **Certificate of insurance**

ucp seguin - certificate of insurance.pdf [20]

#### -3. Proposal Agency Information and Verification -

### Name of Authorized Official of Applicant Organization

Jim Haptonstahl

#### Title of Authorized Official of Applicant Organization

Vice President of Institutional Giving

#### **Date of Submittal**

Fri, 2024-02-23

#### Do you have a CDBG application guide?

Yes

#### **Affirmation**

I agree

Source URL: https://www.oak-park.us/node/3346/submission/42306

#### Links

[1] https://www.oak-park.us/village-oak-park-community-development-block-grant-cdbg-submission-form [2] https://www.oak-park.us/sites/default/files/webform/ucp\_seguin - dei\_policy.pdf [3] https://www.oakpark.us/sites/default/files/webform/ucp\_seguin - persons\_served\_form\_1.xlsx [4] https://www.oakpark.us/sites/default/files/webform/ucp\_seguin - budget\_worksheet\_1.xlsx [5] https://www.oakpark.us/sites/default/files/webform/ucp\_seguin - timeline 5.pdf [6] https://www.oakpark.us/sites/default/files/webform/ucp\_seguin - logic\_model\_1.pdf [7] https://www.oakpark.us/sites/default/files/webform/ucp\_seguin - articles of incorporation and by-laws 4.pdf [8] https://www.oakpark.us/sites/default/files/webform/ucp seguin - non-profit determination irs letter 2.pdf [9] https://www.oakpark.us/sites/default/files/webform/ucp seguin - list of board of directors 5.pdf [10] https://www.oakpark.us/sites/default/files/webform/ucp sequin - organizational chart 5.pdf [11] https://www.oakpark.us/sites/default/files/webform/ucp\_seguin - resumes\_5.pdf [12] https://www.oakpark.us/sites/default/files/webform/ucp seguin - financial statement and audit 5.pdf [13] https://www.oakpark.us/sites/default/files/webform/ucp\_seguin - conflict\_of\_interest\_statement\_1.pdf [14] https://www.oakpark.us/sites/default/files/webform/ucp\_seguin\_-\_anti-lobbying\_statement\_1.pdf [15] https://www.oakpark.us/sites/default/files/webform/ucp\_seguin\_-\_eeo\_form\_5.pdf [16] https://www.oakpark.us/sites/default/files/webform/ucp seguin - statement of ada compliance 5.pdf [17] https://www.oakpark.us/sites/default/files/webform/ucp sequin - support statements 1.pdf [18] https://www.oakpark.us/sites/default/files/webform/ucp seguin - project client evaluation tool 1.pdf [19] https://www.oakpark.us/system/files/webform/ucp\_seguin - beneficiary\_form\_0.pdf [20] https://www.oakpark.us/system/files/webform/ucp seguin - certificate of insurance 0.pdf

#### **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 Housing and Community Development Act of 1974 ("Act"), 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. 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.
- I. 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 not withstanding 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, 1997

#### 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 3/31/97

# Exhibit D: PY 2024 Quarterly Report Form, Oak Park CDBG Program

Subrecipient:										
Project Name:										
Prepared by:	Email:									
Accomplishment Narrative: Describe your successes	and challe	nges meeting	your projec	ct goals this qu	arter, or for	entire year if a	t the Final	stage.		
Beneficaries by Race and Ethnicity		Q1		Q2		Q3		Q4		OTAL
All unduplicated persons served during the reporting	RACE	ETHNICITY	RACE	ETHNICITY	RACE	ETHNICITY	RACE	ETHNICITY	RACE	ETHNICITY
period should be included. Do not count a person in	(Including		(Including		(Including		(Including		(Including	
more than one quarter. If a person identifies as	Hispanic)	Hispanic	Hispanic)	Hispanic	Hispanic)	Hispanic	Hispanic)	Hispanic	Hispanic)	Hispanic
Hispanic, they also need to be counted under a race  White									0	<u> </u>
Black/African American									0	0
Asian							1		0	0
American Indian or Alaska Native									0	0
Native Hawaiian or Other Pacific Islander									0	0
American Indian or Alaska Native AND White									0	0
Asian AND White									0	0
Black/African American AND White									0	0
American Indian /Alaska Native AND Black/African									0	0
American									U	0
Other Multi-Racial									0	0
0	0	0	0	0	0	0	0	0	0	0
									L Total Oak	Park Extramaly
								Total Oak Park	1	v/Moderate
Income Levels							Resident	Income Beneficaries (0-		
								Beneficaries	1	dian income)
The total should equal the number from the Deep and										
The total should equal the number from the Race and Ethnicity count above.										
Lumicity count above.	Q1	Q2	Q3	Q4	Total		Q1			
Extremely low (0-30% of median income)					0		Q2			
Low (31-50%)					0		Q3			
Moderate (51-80%)					0		Q4			
Non-Low/Moderate (81%+)					0		Total	0		0
Total	0	0	0							
Percent Low/Moderate	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!					
Project Goals										
Total of all persons benefitting (without regard to										
income or residency)  Number of all Extremely Low, Low and Moderate	0									
Income persons to be served	0									
Percentage of LMI benefit	#DIV/0!									
Number of all Oak Park persons benefitting	511/0:									
Percentage of Oak Park persons benefitting	#DIV/0!									
Number of Extremely Low, Low and Moderate Income	, •.									
Oak Park persons to be served	0									

# Exhibit E: PY 2024 Final Report Form, Oak Park CDBG Program FINAL REPORT COMPONENT (Please explain even if you exceeded goals)

Did the beneficiary number change from the number proposed in the original application? If so, why?

Funds Expended on CDBG Activity	
Total CDBG Project Funds Expended	
Other funds expended and their source:	
Other Federal	
HUD Funding (non-CDBG)	
State	
Local government	
Private	
Other (specify source) in-kind food donations	
Total	0
Total All funds	0

Signature of Authorized Official	Typed or Printed Name	Date